ONYX ETC SECURITIES PUBLIC LIMITED COMPANY

(incorporated as a public company with limited liability under the laws of Ireland under registered number 770799)

BASE PROSPECTUS FOR THE ISSUE OF COMMODITY SECURITIES

This base prospectus is dated 18 February 2025

Onyx ETC Securities Public Limited Company (the Issuer) accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and this Base Prospectus makes no omission likely to affect its import.

Onyx Commodities Limited (in its capacity as the Administrator) accepts responsibility for the information relating to Onyx Commodities Limited contained in the section entitled *"Description of other Programme Parties - Administrator"*. To the best of the knowledge of Onyx Commodities Limited the information contained in the section entitled *"Description of other Programme Parties - Administrator"* relating to it is in accordance with the facts and the section entitled "*Description of other Programme Parties - Administrator"* makes no omission likely to affect its import.

Onyx Commodities Limited (in its capacity as Exposure Provider) accepts responsibility for the information relating to Onyx Commodities Limited contained in the sections entitled *"Description of other Programme Parties – Exposure Provider"*, *"Section 9 – Description of the Programme Documents - Master Swap Agreements and Swap Contract"* and *"Annex 3 – Financial Information relating to Onyx Commodities Limited".* To the best of the knowledge of Onyx Commodities Limited the information contained in the sections entitled *"Description of other Programme Parties - Exposure Provider"*, *"Section 9 – Description of the Programme Documents - Master Swap Agreements and Swap Contract"* and *"Annex 3 – Financial Information relating to Onyx Commodities Limited"* relating to it is in accordance with the facts and the sections entitled *"Description of other Programme Parties - Exposure Provider"*, *"Section 9 – Description of the Programme Documents - Master Swap Agreements and Swap Contract"* and *"Annex 3 – Financial Information relating to Onyx Commodities Limited"* makes no omission likely to affect its import.

Waystone Corporate Services (IE) Limited (in its capacity as the Calculation Agent) accepts responsibility for the information relating to Waystone Corporate Services (IE) Limited contained in the section entitled *"Description of other Programme Parties – Calculation Agent".* To the best of the knowledge of Waystone Corporate Services (IE) Limited the information contained in the section entitled *"Description of other Programme Parties – Calculation Agent"* relating to it is in accordance with the facts and the section entitled *"Description of other Programme Parties– Calculation Agent"* makes no omission likely to affect its import.

Waystone Corporate Services (IE) Limited (in its capacity as the Corporate Service Provider) accepts responsibility for the information relating to Waystone Corporate Services (IE) Limited contained in the

section entitled *"Description of other Programme Parties - Corporate Service Provider"*. To the best of the knowledge of Waystone Corporate Services (IE) Limited the information contained in the section entitled *" Description of other Programme Parties - Corporate Service Provider"* relating to it is in accordance with the facts and the section entitled *"Description of other Programme Parties - Corporate Service Provider"* makes no omission likely to affect its import.

This document (the "**Base Prospectus**") is issued in respect of the programme for the issue of Commodity Securities (the "**Commodity Securities"**) by the Issuer (the **Programme**).

This Base Prospectus constitutes a base prospectus for the purposes of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended) (the **EU Prospectus Regulation**) and has been approved by the Central Bank of Ireland (the **Central Bank**), as competent authority under the EU Prospectus Regulation. The Central Bank only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer, an Exposure Provider or the quality of the Commodity Securities that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of any investment in Commodity Securities.

The Central Bank's approval relates only to the Commodity Securities which are, as at the date of this Base Prospectus (the **Prospectus Date**), to be admitted to trading on a regulated market for the purpose of the Markets in Financial Instruments Directive 2014/65/EU of the European Parliament and of the Council on Markets in Financial Instruments, as amended, (**MiFID2**) and/or which are to be offered to the public in any member state of the European Economic Area. To the extent required, this Base Prospectus as approved by the Central Bank will be filed with the Companies Registration Office in Ireland.

This Base Prospectus is valid for **one year from the date hereof** and may be supplemented or replaced from time to time to reflect any significant new factor, material mistake or inaccuracy relating to the information included in it. The obligation to supplement a prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when a prospectus is no longer valid. A copy of this document, which comprises a prospectus relating to the Commodity Securities of each type in compliance with Article 8 of the EU Prospectus Regulation as in force at the Prospectus Date, has been made available to the public at https://onyxcapitalgroup.com/investors-and-asset-managers in accordance with Article 21 of the EU Prospectus Regulation.

The Issuer has requested the Central Bank to notify the approval of the Base Prospectus in accordance with Article 25 of the EU Prospectus Regulation to relevant competent authorities in each other Member State of the European Economic Area by providing each of them with (amongst other things) certificates of approval attesting that this Base Prospectus has been drawn up in accordance with the EU Prospectus Regulation. The Issuer may request the Central Bank to provide competent authorities in other EEA States with such certificates whether for the purposes of making a public offer in such EEA States or for admission to trading of all or some Commodity Securities on a regulated market therein.

The Commodity Securities have not been and will not be registered under the United States Securities Act of 1933 (the **Securities Act**), as amended, or under the securities laws of any states of the United States. Except in a transaction exempt from the registration requirements of the Securities Act and applicable United States securities laws, the Commodity Securities may not be directly or indirectly offered, sold, taken up, delivered or transferred in or into the United States. See *Section 18 – Selling Restrictions* for more information.

Application has been made to Euronext Dublin for all Commodity Securities issued within 12 months of the date of this Base Prospectus to be admitted to the Official List of The Irish Stock Exchange (trading as Euronext Dublin) (**Euronext Dublin**) and admitted to trading on the regulated market of Euronext Dublin. Euronext Dublin is a regulated market for the purposes of MiFID2. The admission to trading on Euronext Dublin is technical only and investors should be aware there is no trading facility for the Commodity Securities there.

Please note that references to the defined term 'Listing' throughout this base Prospectus refer to the admission of the Commodity Securities to the Official List and to trading on Euronext Dublin and do not refer to admission to trading on other exchanges where such securities may be listed.

The circulation of the Base Prospectus and any Final Terms and the marketing, sale and delivery of Commodity Securities may be restricted by law in certain jurisdictions. The Issuer requires all persons who come into possession of this Base Prospectus or any Final Terms to inform themselves of and to observe any such applicable restrictions. For a description of certain restrictions on offers and sales of Commodity Securities and on the distribution of this Base Prospectus or any Final Terms. See *Section 18– Selling Restrictions* for more information.

An investment in Commodity Securities involves a significant degree of risk and investors may lose some or all of their investment. It should be remembered that the value of the Commodity Securities can go down as well as up.

Commodity Securities are complex, structured products involving a significant degree of risk and may not be suitable or appropriate for all types of investors. It is advisable that any person wishing to invest seeks appropriate financial, tax and other advice from an independent financial advisor with appropriate regulatory authorisation and qualifications and an investment in Commodity Securities is only suitable for persons who understand the economic risk of an investment in Commodity Securities and are able to bear the risk for an indefinite period of time. A prospective investor should be aware that their entire investment in Commodity Securities may be lost.

The Authorised Participants have not separately verified the information contained or incorporated by reference in this Base Prospectus. None of the Authorised Participants makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus or to the suitability of Commodity Securities for any investor. None of the Authorised Participants undertakes to review the financial condition or affairs of the Issuer during the life of the Programme nor to advise any investor or potential investor in Commodity Securities of any information coming to the attention of any of the Authorised Participants.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase Commodity Securities and should not be considered as a recommendation by the Issuer, the Authorised Participants, the Trustee, the Security Trustee, the Administrator or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase Commodity Securities. Each person contemplating making an investment in Commodity Securities must make its own investigation and analysis of the creditworthiness of the Issuer and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment, and it is advisable that such persons obtain their own independent accounting, tax and legal advice and consult their own professional investment advisers to ascertain the suitability of Commodity Securities as an investment, and conduct such independent investigation and analysis regarding the risks, security arrangements and cash-flows associated with Commodity Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Commodity Securities. A prospective investor who is in any doubt whatsoever as to the risks involved in investing in Commodity Securities should consult its independent professional advisers.

Each person applying for Commodity Securities in accordance with this Base Prospectus acknowledges that (i) such person has not relied on the Issuer, the Trustee, the Security Trustee, the Administrator nor on any person affiliated with any of them, in connection with its investment decision or its investigation of the accuracy of the information contained herein; (ii) Commodity Securities are direct, limited recourse obligations of the Issuer alone and not obligations of any other person including the Trustee, the Security Trustee, or the Administrator; and (iii) the obligations of the Issuer to Securityholders under the Commodity Securities are not guaranteed by the Trustee, the Security Trustee, or the Administrator.

It is important that an investor carefully reads, considers and understands this Base Prospectus before making any investment in the Commodity Securities.

Terms used in this Base Prospectus have the meanings given to them under the heading "*Definitions*".

The date of this Base Prospectus is 18 February 2025.

TABLE OF CONTENTS

This table sets out the contents of this Base Prospectus together with an outline description of the contents of each section and is intended as a guide to help a prospective investor to navigate their way around this Base Prospectus.

Each section should be carefully considered by a prospective investor before deciding whether to invest in Commodity Securities.

Section of Prospectus	Page	What is covered by this section
Section 1 – Overview of the Programme	7	*This section provides an overview of the Programme*
Section 2 – Risk Factors	18	*This section sets out factors which the Issuer believes may be material for the purpose of assessing the risks associated with Commodity Securities and should be carefully considered by a prospective investor.*
Section 3 – Definitions	38	*This section sets out the definitions that apply throughout this Base Prospectus.*
Section 4 – Commodities, Commodity and Futures Markets, and Exchanges Overview	47	*This section provides an overview of the commodities, commodity and futures markets and exchanges to help an investor decide whether an investment in a product which provides exposure to changes in commodity futures indices is appropriate for them.*
Section 5 – Types of Commodity Securities	52	*This section sets out a list of types of Commodity Securities that the Issuer is making available for issue.*
Section 6 – Description of the Commodity Securities	53	*This section provides a description of the Commodity Securities as well as details of the rights attached to the Commodity Securities, how the price of each Commodity Security is calculated and details of how Commodity Securities can be redeemed.*
Section 7 – Description of the Issuer	62	*This section sets out a description of the Issuer.*
Section 8 – Description of other Programme Parties	65	*This section sets out a description of certain of the parties to the Programme Documents.*
Section 9 – Description of Programme Documents	69	*This section sets out a summary of the key provisions of the main Programme Documents.*
Section 10 – Use of Proceeds	78	*This section sets out the use of the net proceeds from the issue of each Class of Commodity Securities.*
Section 11 – Determining the Value of an Investment in Commodity Securities	79	*This section sets out certain information which may assist a prospective investor in determining the value of an investment in Commodity Securities.*
Section 12 – Security Arrangements	84	*This section sets out a description of the security arrangements relating to the Programme and a summary of certain provisions of the Security Deeds relating to the Commodity Securities.*
Section 13 – Documents incorporated by Reference	87	*This section details the documents incorporated into this Base Prospectus by reference and details where copies of these documents can be found. These documents are part of this Base Prospectus and should be carefully considered by a potential investor.*

Section 14 – Terms and Conditions of Commodity Securities	88	*This section sets out the terms and conditions that, subject to completion in accordance with the provisions of the Final Terms of a particular Class or Series of Commodity Securities, will be applicable to the Commodity Securities of such Class or Series.*
Section 15 – What is the Purpose of the Final Terms?	131	*This section outlines the purpose of the Final Terms.*
Section 16 – Tax	132	*This section contains a general discussion of the anticipated tax treatment of Securityholders in Ireland and the United Kingdom.*
Section 17 – Clearing and Settlement	137	*This section sets out the clearing and settlement mechanics for the issue of Commodity Securities.*
Section 18 – Selling Restrictions	139	*This section sets the restrictions that apply in respect of the offer and sale of the Commodity Securities*
Section 19 – Additional Information	144	*This section sets out certain additional information in relation to the Issuer and the Programme.*
Section 20 – Index of Defined Terms	148	*This section sets out an index of defined terms used in this Base Prospectus.*
Section 21 – Directory	151	*This section sets out the names and addresses of the entities which provide services and legal advice to the Issuer and details of parties to the Programme Documents.*
Annex 1 – Form of Final Terms	153	*This section sets out the form of Final Terms which the Company will publish in relation to each issuance of Commodity Securities. This details the number of Commodity Securities and relevant information applicable to the issue.*
Annex 2 – Frequently Asked Questions	160	*This section addresses a list of frequently asked questions about the Commodity Securities.*
Annex 3 – Financial information relating to Onyx Commodities Limited	167	*This section sets out the financial statements of Onyx Commodities Limited.*

SECTION 1– OVERVIEW OF THE PROGRAMME

The following overview of the Programme and the Commodity Securities does not purport to be complete and is taken from and is subject to and qualified in its entirety by the detailed information contained elsewhere in this Base Prospectus.

This overview constitutes a general description of the Programme (a) for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 and (b) for the purposes of the UK version of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018.

Words and expressions used in this overview and not defined in this overview bear the meanings given under the heading *Section 3 – Definitions*.

Issuer:……...	Onyx ETC Securities Public Limited Company
Issuer Legal Entity Identifier (LEI):……	635400OVJAPZ35IGOC53
Risk Factors……..	There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Commodity Securities. In addition, there are certain factors which are material for the purpose of assessing the market and other risks associated with the Commodity Securities. See "*Risk Factors*".
Description……	Programme for the issue of commodity securities (together, the "**Commodity Securities**") by the Issuer.
Base Prospectus……..	This Prospectus constitutes a base prospectus for the purposes of Article 8 of the EU Prospectus Regulation and has been approved by the Central Bank as competent authority under the EU Prospectus Regulation. The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer, an Exposure Provider or the quality of the Commodity Securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Commodity Securities.
Commodity Securities:…….	The Issuer has created and is currently making available for issue one type of Commodity Securities. All Commodity Securities are freely transferable.
Trust Deed:…….....	The Commodity Securities are constituted by a Trust Deed (as amended, supplemented or restated from time to time) between the Issuer and the Trustee, and as secured by the Security Deeds.
Maturity:..……...	The Commodity Securities do not have a fixed term.
Interest:……...	No regular coupons are payable on the Commodity Securities, but a holder on redemption is entitled to the positive difference, if any, between the Principal Amount of the Security and its Price.

Issue Price:……	Commodity Securities will be issued, unless otherwise specified in the Final Terms, at the initial price given to it in the relevant Creation Notice (as defined in the Master Swap Agreement) for the corresponding Commodity Security (the **Issue Price).**
Form of Commodity Securities:……..…..	The Commodity Securities may be issued in bearer form, registered form (whether in classic global note (**CGN**) form or in global registered form using the new safekeeping structure (**NSS**)) or dematerialised uncertificated registered form and are individually transferable.
Security:……..	The Issuer's obligations in respect of a Class of Commodity Securities are secured by the Security created by the Security Deed in respect of that Class of Commodity Securities. The Security created by the Security Deeds in respect of the Commodity Securities is granted to the Security Trustee as continuing security for the payment of the relevant Secured Liabilities (as such term is described in each Security Deed) attributable to that Class of Commodity Securities. For further detail see *Section 12 – Security Arrangements*. The security granted by the Issuer includes: (a) an assignment of the Issuer's rights, title, interest and benefit present and future in, to and under the Programme Documents (excluding the Corporate Services Agreement), insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights and the Issuer Transaction Accounts, insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights; (b) (to the extent not validly and effectively assigned pursuant to the security assignment in (a) above) a first fixed charge over all the Issuer's rights, title and interest, present and future, in and to the Programme Documents (excluding the Corporate Services Agreement), insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights and the Issuer Transaction Accounts, insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights; and (c) (to the extent not validly and effectively assigned pursuant to the security assignment in (a) above or charged pursuant to the first fixed charge in (b) above) a first floating charge over the Issuer's rights, title and interest, present and future, in and to the Programme Documents (excluding the Corporate Services Agreement), insofar as such rights, title and interest relate to that Class of Commodity Securities, and Related

Rights and the Issuer Transaction Accounts, insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights.

Optional Redemption:…… An Authorised Participant has the right, at any time, to require the redemption of all or any of its Commodity Securities (in accordance with the Conditions).

Investors other than Authorised Participants can buy and sell Commodity Securities on the secondary market or in private transactions (or, in certain circumstances, request a direct redemption from the Issuer (in accordance with the Conditions)).

Information on optional redemption of the Commodity Securities is summarised under the heading "*Redemption*" in *Section 6 – Description of the Commodity Securities* and is set out in full in Condition 7 (*Redemption*).

Compulsory Redemption:…… The Commodity Securities are subject to the following mandatory redemption events:

(a) mandatory redemption in whole or in part upon the Issuer giving not less than 30 days' notice (or seven days' notice in the event of termination of a Master Swap Agreement or termination of an Master Swap Agreement as it applies to a class or classes of Swap Contract(s)) to Securityholders, as fully set out in Condition 8.1 (*Issuer Call Redemption Event*);

(b) mandatory redemption in full upon the occurrence of a Counterparty Event of Default, as fully set out in Condition 8.2 (*Compulsory Redemption Events*);

(c) mandatory redemption in full upon the occurrence of an Issuer Insolvency Event, as fully set out in Condition 8.2 (*Compulsory Redemption Events*);

(d) mandatory redemption in full upon the occurrence of an Intra-Day Pricing Event, as fully set out in Condition 8.2 (*Compulsory Redemption Events*).

Subject to the Issuer having sufficient funds available for this purpose, each Commodity Security redeemed will be redeemed in an amount equal to the Price of the relevant Commodity Security.

Events of Default:…… As fully set out in Condition 15.1 (*Events of Default*) which broadly includes:

(a) a Defaulted Obligation has occurred and is continuing;

(b) an Issuer Insolvency Event has occurred and is continuing; or

	(c) any event by which the security under the Security Documents becomes enforceable has occurred and is continuing.
Obligations of the Issuer:…….	The Commodity Securities are obligations solely of the Issuer. The obligations of the Issuer to Securityholders under the Commodity Securities are not guaranteed by Onyx Capital Group Limited (**Onyx)** or any other member of the Onyx Group or by any other person.
Registrar:……	Citibank Europe Public Limited Company
Programme Size:……..	The Programme is unlimited in amount. It is intended that the Commodity Securities of each type will be subject to a continual issue and redemption mechanism, under which additional Commodity Securities of such type may be issued, and under which Commodity Securities may be redeemed by Authorised Participants.
Distribution:……	The Commodity Securities are being made available by the Issuer for subscription only to Authorised Participants. Only Authorised Participants may apply for Commodity Securities and/or redeem Commodity Securities (except that a Securityholder who is not an Authorised Participant may request redemption of Commodity Securities which it holds in the event that on any given Trading Day there are no Authorised Participants, or as may be announced by the Issuer from time to time in accordance with the conditions and such Securityholder submits a valid Redemption Form on such day).
Certain Restrictions:…….	Save for the approval of this Base Prospectus by the Central Bank and notification of such approval to other Member States of the European Economic Area in accordance with the EU Prospectus Regulation for the purposes of making a public offer of the Commodity Securities in such Member States or for the purposes of admission to trading of the Commodity Securities on a regulated market in such Member States, no action has been or will be taken by the Issuer that would permit a public offering of any Commodity Securities or possession or distribution of any offering material in relation to any Commodity Securities in any jurisdiction where action for that purpose is required. See further see *Section 19 - Additional Information*.
Listing and admission to trading:……	Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin for all Commodity Securities issued within 12 months of the date of this Prospectus to be admitted to the Official List and to trading on its regulated market. The admission to trading on Euronext Dublin is technical only and investors should be aware there is no trading facility for the Commodity Securities there. The Central Bank approval of the Programme relates only

	to the Commodity Securities which are to be admitted to trading on the regulated market of Euronext Dublin or other regulated markets for the purposes of MiFID2 or which are to be offered to the public in any Member State of the European Economic Area.
Limited Recourse and Non-Petition:……...	The Commodity Securities comprise limited recourse obligations of the Issuer and, if the Issuer has insufficient funds to pay amounts due in respect of the Commodity Securities in full, following the distribution of all available funds, any amounts outstanding under the Commodity Securities will cease to be due and payable as described in more detail in Condition 6.2 (*Limited Recourse and Non-Petition*). In accordance with Condition 6.2 (*Limited Recourse and Non-Petition*), no Securityholder or other Secured Creditor shall be entitled to proceed directly against the Issuer to enforce the Security, unless the Trustee, having become bound to so proceed, fails to do so within a reasonable period of time and such failure is continuing.
Governing law:……..	The Commodity Securities and the Programme Documents will be governed by Irish law.
Clearing systems:…….	Euroclear and Clearstream.
Language……	The language of the base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

A. Introduction to the Programme

Commodity Securities are intended to offer investors exposure to movements in the prices of daily dated futures contracts in respect of certain commodities and enable investors to buy and sell that interest through the trading of a security on a stock exchange without the need to manage any such futures contracts position.

At the date of this Prospectus, one class of Commodity Securities is being issued under this Programme — Onyx Spot Crude Oil Securities. Onyx Spot Crude Oil Securities are designed to give investors the following:

- exposure to the price of Brent Crude through Daily Dated Brent Futures;
- exposure to a "total return", which means exposure to each of the following elements:
  - changes in the price of the relevant Daily Dated Brent Futures;
  - a roll yield from backwardation or contango in the relevant futures market when rolling (for information relating to backwardation and contango, see "*Risk Factors - Risks Relating to the Market Price of Commodity Securities – Backwardation and Contango*" below); plus
  - a collateral return through the Daily Adjustment (equivalent to an interest return net of all fees);
- an exposure which is unleveraged and which changes directly with changes in the relevant price, both up and down;
- pricing which is transparent, using end of day price of the relevant Daily Dated Brent Futures; and
- a security traded on Euronext Dublin and certain other stock exchanges.

Onyx Spot Crude Oil Securities confer no right to receive physical oil. Rather, they are purely financial instruments.

B. Pricing and Trading of Commodity Securities

The Price of Commodity Securities is derived from the daily performance of the corresponding portfolio of Daily Dated Futures, using the performance prices for the designated contracts for each class of Commodity Security published by the Valuation Agent. Onyx Spot Crude Oil Securities are priced using the performance data for OCL's portfolio of Daily Dated Brent Futures and settled in US Dollars.

The pricing mechanism for Commodity Securities is discussed in more detail in *Section 6 – Description of the Commodity Securities* and worked examples are provided in *Section 11 – Determining the value of an investment in Commodity Securities*.

Commodity Securities are being made available by the Issuer for Application only to Authorised Participants. Prospective investors can buy and sell Commodity Securities through the trading of securities listed on a Relevant Exchange or in the OTC Market. Provided that certain conditions are met, Authorised Participants are able to redeem Commodity Securities directly with the Issuer.

The Issuer has applied to The Irish Stock Exchange (trading as Euronext Dublin) (**Euronext Dublin**)for all of the Commodity Securities to be issued within 12 months from the date of this Prospectus to be admitted to the Official List and admitted to trading on the regulated market of Euronext Dublin. Euronext Dublin is a regulated market for the purposes of MiFID2. The admission to trading on Euronext Dublin is technical only and investors should be aware there is no trading facility for the Commodity Securities there.

C. Swap Contracts and Master Swap Agreement

To achieve a return based on the daily performance of the corresponding portfolio of Daily Dated Futures and to match the liability of the Issuer to Securityholders upon redemption of Commodity Securities, corresponding Swap Contracts will be entered into or terminated (or partially terminated (as applicable)) by the Issuer.

As of the date of this Prospectus, the Issuer has entered into a Master Swap Agreement with OCL (as the provider of the Swap Contracts). Under the terms of the OCL Master Swap Agreement, the Issuer can enter into and terminate (or partially terminate (as applicable)) Swap Contracts on a continuous basis, subject to creation and redemption limits (and days not being Market Disruption Days) and certain other conditions.

Further information on the creation limits and the redemption limits is set out in *Section 6 – Description of the Commodity Securities.*

The Issuer is only permitted to create new Commodity Securities if it enters into a corresponding Swap Contract with an Exposure Provider.

D. Underlying Assets

The underlying assets for the Commodity Securities of each Class, by which they are backed and on which they are secured, are the rights and interests under (i) the Swap Contracts of the same Class; (ii) the Master Swap Agreements pursuant to which the Swap Contracts are entered into (to the extent attributable to that Class); and (iii) the security granted in favour of the Issuer over the Collateral Accounts in respect of each relevant Exposure Provider's obligations to the Issuer under the Master Swap Agreements (the **Swap Security**) in respect of that Class.

The securitised assets backing the issue have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Commodity Securities. The securitised assets are the Master Swap Agreement, the Swap Contracts provided thereunder and the Swap Security.

Commodity Securities of each class are backed by Swap Contracts. Each time Commodity Securities are issued, a corresponding Swap Contract is entered into by the Issuer and upon the redemption of Commodity Securities, the corresponding Swap Contract is terminated (or partially terminated (as applicable)). Swap Contracts will be entered into by the Issuer with one or more Exposure Providers. At the date of this Prospectus, the Issuer has entered into arrangements with one Exposure Provider only – OCL. If any additional Exposure Provider is appointed by the Issuer after the date of this Prospectus, the Issuer will prepare a supplement to this Prospectus to reflect the appointment of such Exposure Provider(s) and to disclose such information relating to the Exposure Provider(s) as is required by the EU Prospectus Regulation.

The Issuer will decline applications for Commodity Securities if it cannot for any reason enter into corresponding Swap Contracts with an Exposure Provider.

Further Commodity Securities of any Class may be issued but each time a Commodity Security of any Class is issued, corresponding Swap Contracts of the same class will be entered into and will form part of the corresponding pool of assets attributable to that class of Commodity Securities. Such newly issued Commodity Securities will be fungible with all existing Commodity Securities of the same Class and will be backed by the same pool of assets.

E. Description of funds flow

Most Securityholders will buy or sell their Commodity Securities for cash on one of the stock exchanges on which the Commodity Securities are admitted to trading rather than directly from the Issuer. Market makers provide liquidity on those stock exchanges.

The Issuer has entered into Authorised Participant Agreements and has agreed with Authorised Participants to issue and redeem Commodity Securities on an on-going basis. An Authorised Participant may sell the Commodity Securities on an exchange or in an off-exchange transaction or may hold the securities themselves.

Upon issue of Commodity Securities, an Authorised Participant must deliver an amount of cash to the relevant Exposure Provider equal to the price of the Commodity Securities to be issued together with any applicable application fee in respect of them in exchange for which the Issuer issues the Commodity Securities and delivers them to the Authorised Participant via the Relevant Clearing System.

Upon redemption of Commodity Securities by an Authorised Participant, the relevant Exposure Provider must deliver an amount of cash to the relevant Authorised Participant equal to the Price of the Commodity Securities to be redeemed less any applicable redemption fee in respect of those Commodity Securities.

F. Applications and Redemptions

Commodity Securities can be created or redeemed at any time, subject to conditions, by the Issuer at the request of each of the Authorised Participants, in accordance with the terms of the Authorised Participant Agreement to which it is a party.

The application and redemption mechanism is intended to ensure that Commodity Securities have sufficient liquidity and that the Price of a Commodity Security tracks the price of the relevant futures in accordance with the pricing formula.

Only an Authorised Participant may require the Issuer to issue or (unless there are at any given time no Authorised Participants) redeem Commodity Securities — all other parties must buy and sell Commodity Securities through trading on the secondary market.

Commodity Securities can only be issued or redeemed if corresponding Swap Contracts can be entered into or terminated (or partially terminated (as applicable)). There are limits on the application and termination of Swap Contracts, which means that there are corresponding limits on the issue and redemption of Commodity Securities. For more information on application and redemption limits see under the heading "*Applications and Redemptions*" in *Section 6 – Description of the Commodity Securities*.

Application Fees and Redemption Fees will only be payable by Authorised Participants on the issuance and redemption of Commodity Securities and not by investors who buy and sell Commodity Securities on the secondary market, including on Euronext Dublin. However, notwithstanding the foregoing, a Redemption Fee will be payable by a Securityholder who is not an Authorised Participant if such Securityholder has submitted a valid Redemption Form on a Trading Day on which there are no Authorised Participants. For more information on Application Fees and Redemption Fees see under the heading "*Application and Redemption Fees*" in *Section 6 – Description of the Commodity Securities*.

G. Security

A security structure has been established to provide security for the payment obligations of the Issuer to Securityholders upon redemption of Commodity Securities.

The Master Swap Agreement, the Swap Contracts, the Authorised Participant Agreements and all rights of the Issuer in relation to each other Programme Document, to the extent applicable to each Class of Commodity Security, and the Issuer Transaction Accounts and all Related Rights are the subject of a security assignment and/or first fixed charge and/or floating charge in favour of the Security Trustee under the applicable Security Deed to secure the obligations owed by the Issuer to the Security Trustee and the Securityholders in respect of the Commodity Securities of that Class. The Trust Deed gives the Trustee and

the Security Deeds give the Security Trustee, on trust for the Securityholders and the Secured Parties respectively, rights against the Issuer in respect of the Commodity Securities.

Securityholders should be aware that, to the extent the Issuer Transaction Accounts and all Related Rights are not validly and effectively assigned or charged by way of first fixed charge, they will be deemed subject to a floating charge in favour of the Security Trustee. Under Irish law, floating charges are subject certain weaknesses. For information regarding the weaknesses of floating charges please see the section entitled "*Risk Factors Relating to Legal Matters – Fixed Charges may take effect as Floating Charges* " below.

Further details of the Trust Deed and Security Deeds are set out in *Section 9 – Description of the Programme Documents*.

H. No Guarantee

No Exposure Provider or any other person has guaranteed the performance of the Issuer's obligations, and no Securityholder has any direct rights of enforcement against any such person. However, the Security Trustee on behalf of the Securityholders may enforce the rights of the Issuer under the Swap Contracts, the Master Swap Agreement and the Swap Security in case of Counterparty Default.

Further information on Swap Contracts, the Master Swap Agreement and the Swap Security are set out in *Section 9 – Description of the Programme Documents*.

I. Tax

Your attention is drawn to *Section 16 – Tax* which provides information on taxation relating to the Commodity Securities. If an investor is in any doubt about the tax position, it should consult a professional advisor.

J. Regulation

UCITS

The Commodity Securities constitute transferable securities and are not an investment in futures. Prospective investors that are undertakings for collective investment in transferable securities subject to the UCITS Directive (**UCITS Scheme**) need to satisfy themselves that an investment in the Commodity Securities would comply with any laws, regulations or guidelines applicable to them and would be in line with their individual investment objectives. If any such investor is in any doubt with regard to its ability to invest in the Commodity Securities, it should consult a professional advisor prior to making any investment in Commodity Securities.

Collective Investment Schemes

The Commodity Securities are not units in an authorised collective investment scheme and the Issuer is not required to seek authorisation as, or appoint, an AIFM, under the relevant Irish legislation implementing AIFMD (as defined below).

Money Laundering Regulations

The verification of identity requirements of all applicable Irish and EU anti-money laundering laws and regulations, to include, but not limited to, the European Union (Anti-Money Laundering Beneficial Ownership of Corporate Entities) Regulations 2019, the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 (as amended by the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Acts 2013 and 2018) (the **Applicable Irish and EU AML Legislation**) will apply to the Programme. This means that verification of the identity of parties that deals with the Issuer may be required. This includes all

Authorised Participants and also in circumstances where a Securityholder elects to redeem its Commodity Securities, such Securityholder.

The anti-money laundering laws and regulations of other jurisdictions may also apply to the Programme and verification of the identity of the Securityholders.

Each Authorised Participant that submits an Application Form (and/or any Securityholder that deals directly with the Issuer) confirms that it is subject to and acts in compliance with the Applicable Irish and EU AML Legislation, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (in relation to the UK) (the **UK Anti-money Laundering Regulations**) and/or any other applicable anti-money laundering laws and regulations and/or undertakes to provide such other evidence of identity as is required by the Issuer at the time of lodging the Application Form, or, at the absolute discretion of the Issuer, at such specified time thereafter as may be requested to ensure compliance with the Applicable Irish and EU AML Legislation and the UK Anti-money Laundering Regulations.

The Issuer is entitled, in its absolute discretion, to determine whether KYC requirements apply to any Securityholder prior to the acceptance of a Redemption Form, and whether such KYC requirements have been satisfied. The Issuer shall not be responsible or liable to any person for any loss or damage suffered as a result of it conducting KYC.

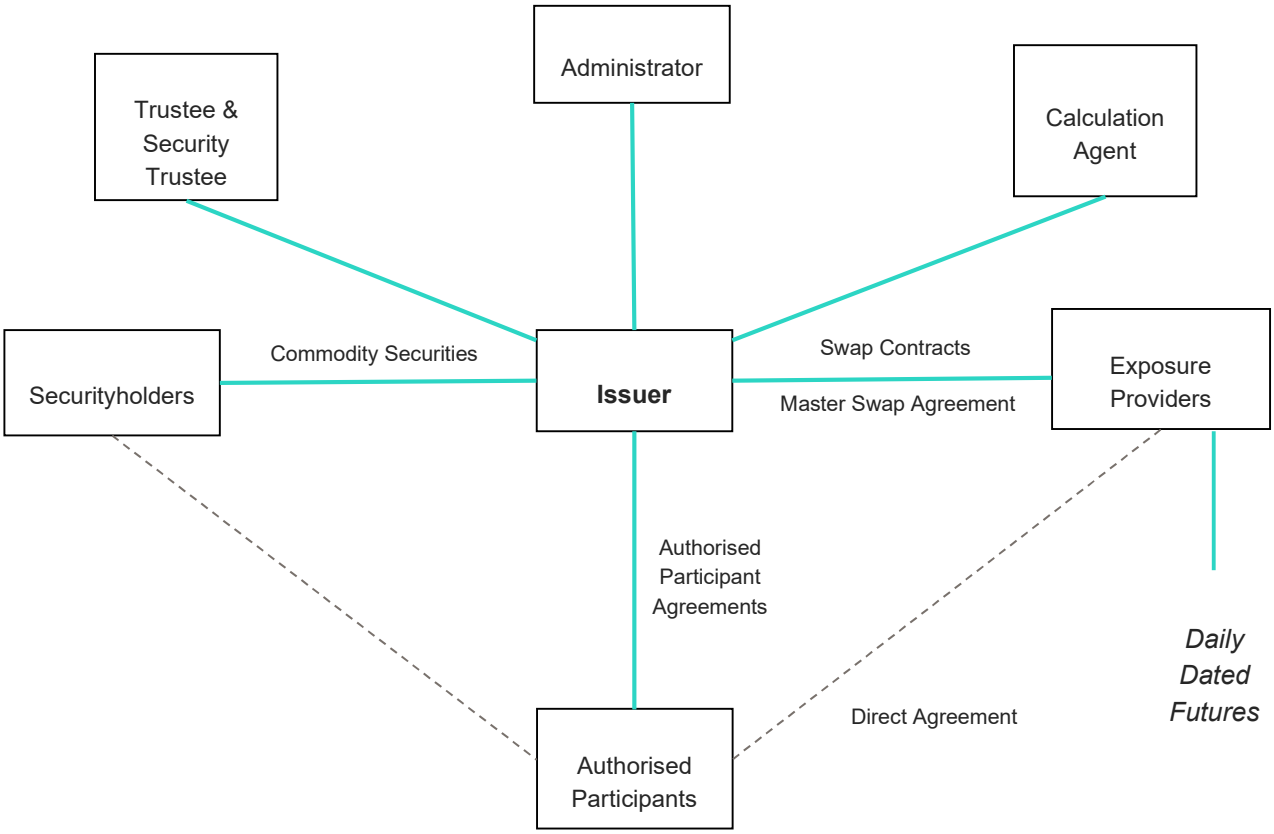
Deposits

Any investment in the Commodity Securities does not have the status of a bank deposit and is not within the scope of the Deposit Guarantee Scheme operated by the Central Bank. The Issuer is not and will not be regulated by the Central Bank as a result of issuing the Commodity Securities.

K. Structure Diagram

The principal aspects of the above-mentioned structure is set out in the below diagram,

DIAGRAMMATIC OVERVIEW OF TRANSACTION



Agreements
Funds Flow

SECTION 2 – RISK FACTORS

An investment in Commodity Securities involves a significant degree of risk. Prior to making an investment decision, prospective investors should carefully read the entire Base Prospectus, including the risk factors set out below, as well as conducting their own independent analysis, in order to reach their own views prior to making any investment decision.

Factors which the Issuer believes may be material for the purpose of assessing the risks associated with Commodity Securities are described below. However, the Issuer does not represent that the risk factors set out below are exhaustive and a Securityholder may lose some or the entire value of its investment for reasons other than those set out in the risk factors below, (for example reasons not currently considered by the Issuer to be material or based on circumstances or facts of which the Issuer is not currently aware).

The below risk factors are split into the following categories:

A. Risks Relating to the Market Price of Commodity Securities

B. Risks Relating to Counterparties

C. Risks Relating to Security

D. Risks Relating to the Issuer and its Legal Structure

E. VAT and Tax Risks Relating to an Investment in Commodity Securities

F. Legal Risks

A. Risks Relating to the Market Price of Commodity Securities

The Price of Commodity Securities will be affected by a number of factors that are not within the Issuer's control. The Commodity Securities are priced by reference to futures contracts where are exposed to commodity prices generally. Movements in the price of the underlying futures contracts and/or the commodities to which those futures contracts refer may adversely affect the Price which could result in a total or partial loss for Securityholders. Prospective investors should carefully read the risk factors set out below to assess the risks relating to the Price of Commodity Securities and the impact such risks may have on the return on their investment.

Risk of Adverse Price Movements

The value of Commodity Securities will be affected by movements in commodity prices generally and by the way in which those prices and other factors affect the price of the relevant futures contracts. Movements in the price of any relevant commodities may be subject to significant fluctuations that may not correlate with changes in indices and the timing of changes in the relevant price of a commodity may affect the actual yield of the Commodity Securities, even if the average level is consistent with their expectations. In general, the earlier the change in the price or prices of the Commodities, the greater the effect on yield of the Commodity Securities.

The price of the Commodity Securities will be affected by a number of factors, including:

(a) fluctuations in commodity prices (see "*Risks relating to the price of commodities*" below for more information);

(b) market perception, interest rates, yields and foreign exchange rates (see "*Backwardation and Contango*", "*Currency Risk*" and "*Geopolitical Risk*" below for more information) ;

(c) the creditworthiness of the Programme Parties (see "*Risks relating to Counterparties*" below for more information); and

(d) liquidity in the Commodity Securities On-Exchange (see "*Tracking Error and Liquidity Risk*" below for more information).

Prospective investors should be aware that the secondary market price of the Commodity Securities can go down as well as up throughout the life of the commodity and that the market price of the Commodity Securities on any day may not reflect their prior or future performance.

As a result of adverse price movements, a Securityholder may lose the value of its entire investment or part of its investment in Commodity Securities.

Risks relating to the price of commodities

The value of Commodity Securities will be affected by movements in commodity prices generally and by the way in which those prices and other factors affect the prices of the relevant Daily Dated Futures as explained in "*Backwardation and Contango*" below. Commodity prices fluctuate widely and may be affected by numerous factors, including:

(a) global or regional political, economic or financial events and situations, particularly war, terrorism, expropriation and other activities which might lead to disruptions to supply from countries that are major commodity producers;

(b) investment trading, hedging or other activities conducted by large trading houses, producers, users, hedge funds, commodities funds, governments or other speculators which could impact global supply or demand;

(c) the weather, which can affect short-term demand or supply for some commodities;

(d) the future rates of economic activity and inflation, particularly in countries which are major consumers of commodities;

(e) major discoveries of sources of commodities; and

(f) disruptions to the infrastructure or means by which commodities are produced, distributed and stored, which are capable of causing substantial price movements in a short period of time.

Brent crude oil

As of the date of this Prospectus, one class of Commodity Securities is being issued under this Programme — Onyx Spot Crude Oil Securities. Onyx Spot Crude Oil Securities are priced by reference to Daily Dated Brent Futures which will be affected by movements in, amongst other things, the price of Brent Crude oil.

Brent Crude oil prices react to many variables, including:

(a) global or regional political, economic or financial events and situations, particularly war and other activities which might lead to disruptions to supply from countries that are major Brent Crude oil producers. Such events could also cause trading on the Relevant Exchanges to be disrupted, which may prevent Commodity Securities from operating normally for such period;

(b) the weather, which can affect short-term demand;

(c) investors' expectations with respect to the future rates of economic activity and inflation, particularly in countries which are major consumers of Brent Crude oil;

(d) global and local Brent Crude oil supply, which can be influenced by factors such as disruptions to production and/or extraction, embargoes, transportation and major discoveries of new oil fields;

(e) a large portion of the world's spare capacity and Brent Crude oil reserves is controlled by a small number of producers (i.e. by the members of The Organisation of the Petroleum Exporting Countries (OPEC)). OPEC production quotas, meetings and other producer organisations' activities may seek to influence the supply and pricing of Brent Crude oil;

(f) global and local Brent Crude oil demand, which can be influenced by factors such as economic activity in countries that are significant users of Brent Crude oil, the availability and price of substitutes to Brent Crude oil and its end uses; and

(g) investment and trading activities of hedge funds, commodity funds and other speculators and the investment, trading and hedging activities of Brent Crude oil producers and Brent Crude oil user as oil prices are set on the futures markets meaning that speculation about futures events could impact the price of Brent Crude oil.

As a result of adverse movements in the price of the commodity underlying a Class of Commodity Securities, A Securityholder which holds Commodity Securities of that Class may lose the value of its entire investment or part of its investment in Commodity Securities.

Risks relating to the price of futures contracts

Commodity futures markets are highly volatile. Prices of futures contracts are effected by commodity prices generally. Moreover, investments in futures and options contracts involve additional risks including, without limitation leverage (margin is usually a percentage of the face value of the contract and exposure can be nearly unlimited).

A holder of a futures position may find such position becomes illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent a holder from promptly liquidating unfavourable positions and subject it to substantial losses. Futures contract prices in various Commodities occasionally have exceeded the daily limit for several consecutive days with little or no trading. If the Daily Dated Futures held by the relevant Exposure Provider in respect of a Class of Commodity Securities were to exceeded the daily limit, the Exposure Provider would not be able to liquidate its positions which could result in a total or partial loss for Securityholders. Similar occurrences could prevent the liquidation of unfavourable positions and could therefore have a material adverse impact on value of and return on the Commodity Securities which could result in a total or partial loss for Securityholders.

The price of futures contacts may fluctuate widely and may even become negative. If the price of the Swap Contracts of the same class as the Commodity Securities at any time falls to or below zero an Exposure Provider may terminate the Swap Contracts corresponding to those Commodity Securities. In this event, the Commodity Securities corresponding to the effected Swap Contracts will automatically be subject to a compulsory redemption and the Price of such Commodity Securities shall be zero resulting in a total loss for Securityholders.

Backwardation and Contango

As the Price of a Commodity Security reflects movements in the price of underlying futures contracts, the value of a Commodity Security will be affected by the term structure or shape of the relevant part of the futures curve used to price that security. The term 'futures curve' refers to the relationship between the price of futures contracts over different futures contract maturity dates when plotted in a graph.

To maintain a futures position at a certain point in the futures curve, it is necessary to replace the contracts in a process known as "rolling" whereby contracts are sold prior to their expiry date and new contracts with a later delivery date are purchased. If the price of the contracts being purchased is less than the price of the contracts being sold (known as backwardation) this would represent a benefit to investors. If the price of the contracts being purchased is more than the price of the contracts being sold (known as contango) this would represent a cost to investors.

Backwardation or contango for each class of Commodity Security will be reflected in a change to the Price of the Commodity Securities and it is possible that different parts of the same futures curve can be in backwardation while others are in contango. Backwardation will result in a positive "roll-yield" for the relevant class of Commodity Security (being a benefit to investors) while contango will result in a negative "roll-yield" for the relevant class of Commodity Securities (representing a cost to investors). Contango or backwardation could last for an indeterminate period of time, and in the case of contango could accordingly reduce the value of the Commodity Securities held by Securityholders resulting in a total or partial loss for Securityholders.

Tracking Error and Liquidity Risk

At any time, the price at which Commodity Securities trade on a Relevant Exchange (or any other exchange or market on which they may be quoted or traded) may not reflect accurately the Price of the relevant Commodity Securities.

The application and redemption procedures for Commodity Securities and the role of certain Authorised Participants as securities dealers offering buying and selling prices on stock exchanges (market-makers) are intended to minimise this potential difference. However, the market price of Commodity Securities will be a function of supply and demand amongst investors wishing to buy and sell Commodity Securities and the bid-offer spread that market-makers are willing to quote for Commodity Securities.

Investors are dependent on there being Authorised Participants making a market in Commodity Securities to minimise the difference between the secondary market price and the value of the Commodity Securities, and to provide investors with liquidity. There can be no assurance as to the depth or liquidity of the secondary market in Commodity Securities, which could affect their liquidity and market price.

An Authorised Participant is under no obligation to make a market in Commodity Securities, and it is impossible to guarantee that one or more Authorised Participants would purchase Commodity Securities on a given day and/or at a particular price, which may result in a lack of liquidity at any given time.

The Issuer's ability to issue new Commodity Securities is subject to its ability to hedge its exposure under new Commodity Securities with corresponding Swap Contracts. If the demand for issue of Commodity Securities exceeds the daily restrictions, Commodity Securities may trade at a premium to their underlying value. In cases where the demand for the issuance of new, or the redemption of existing, Commodity Securities exceeds the daily restrictions, then the relevant Exposure Provider may not accept orders or only accept orders at Agreed Pricing. This situation may result in existing or potential Securityholders of the Commodity Securities not being able to redeem or purchase Commodity Securities at the time and Price at which they wish to do so. This could adversely affect potential or existing Securityholders and result in a total or partial loss for existing Securityholders.

Investors who pay a premium risk losing the premium if demand for Commodity Securities abates or the Issuer is able to source more Swap Contracts. Commodity Securities could trade at a discount to the Price if the Issuer has received redemption requests in excess of the Redemption Limit (which is a daily limit). Additionally, if the Commodity Securities are trading at a premium or a discount it is likely that the bid- offer spread in respect of those Commodity Securities will be greater than normal and therefore the cost of purchasing and selling the Commodity Securities may be greater.

Market Disruption

The Exchanges have the potential to suffer from market disruption, due to trading failures at the relevant Exchange or the imposition of volume or price restrictions by that Exchange. Such events could cause a Trading Day to be classified as a Market Disruption Day resulting in it not being possible to price one or more classes of Commodity Securities that day. This will cause a delay in the creation or redemption process which could adversely affect potential or existing Securityholders and result in a total or partial loss.

Early Redemption

The Issuer may, at any time, upon not less than 30 days' notice (or seven days' notice in the event of termination of a Master Swap Agreement) to the Securityholders, redeem all of the Commodity Securities.

The Trustee may, at any time, and if directed by Securityholders, where (i) a Counterparty Event of Default has occurred and is continuing, upon not less than 20 Business Days' notice (or seven days' notice in the event that a Master Swap Agreement is terminated by reason of a Counterparty Event of Default) to the Issuer or (ii) an Issuer Insolvency Event has occurred and is continuing, upon not less than 2 Business Days' notice to the Issuer, require the Issuer to redeem all of the Commodity Securities of the corresponding Class or Classes on such date at the Redemption Amount.

If over any consecutive three-month period, the average aggregate value of the Swap Contracts is less than US$100,000,000, then, within 45 days following the end of any such period, OCL may elect by notice to redeem all of its Swap Contracts. On the occurrence of such an event, the Issuer will (unless it is able to source alternative replacement Swap Contracts) exercise its option to redeem the Commodity Securities which correspond to those outstanding Swap Contracts upon seven days' notice to the Securityholders. Thus, an investment in the Commodity Securities may be redeemed earlier than desired by a Securityholder. Such investors may therefore find that their Commodity Securities are redeemed at a Price lower than if they were to continue holding the Commodity Securities. OCL may at any time on not less than 1 (one) year's notice terminate the OCL Master Swap Agreement as a whole or terminate the Master Swap Agreement as it applies to Swap Contracts in respect of a class Commodity Securities only. If OCL or another Exposure Provider does not agree to provide Swap Contracts beyond the expiry of such notice period, then the Swap Contracts will expire and the Issuer will elect to redeem the outstanding Commodity Securities

If the Calculation Agent notifies the Issuer that the Intra-day Price of Swap Contracts of the same class as the Commodity Securities has fallen to or below zero at any time during any Trading Day and OCL as an Exposure Provider notifies the Issuer that Swap Contracts of that class have been terminated, then the Commodity Securities corresponding to the effected Swap Contracts will automatically be subject to a compulsory redemption on that day on the basis that the Price of such Commodity Securities shall be zero. Securityholders in that situation will not receive any proceeds of such Redemption even if the Price of the Commodity Securities subsequently increases.

Consequently, an investment in Commodity Securities may be redeemed earlier than desired by a Securityholder and at short notice. In these circumstances, the Securityholder may suffer a loss if the Price of the Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Securityholder rather than on the date of the early redemption. If the

redemption takes place at a time when Price of the Commodity Securities redeemed is lower than when they were purchased by the Securityholder, the Securityholder could suffer a partial or total loss.

Currency Risk

The price of Commodity Securities will be calculated in the Relevant Currency, being, as at the Prospectus Date, US Dollars. To the extent that a Securityholder values Commodity Securities in another currency, that value may be affected by changes in the exchange rate between the Relevant Currency and that other currency which may result in a loss for that Securityholder.

Geopolitical Risk

Recent events have underscored the significant impact of geopolitical risks on oil pricing. The tensions between Iran and Israel, alongside the ongoing Ukraine-Russia conflict, have maintained crude prices near six-month highs.

On 24 February 2022 the ongoing conflict between Russia and Ukraine escalated to the extent that the United Kingdom, United States and European Union began imposing sanctions on Russia. The conflict has contributed to the increases in the prices of energy, oil and other commodities and to the volatility in financial markets globally, as well as a new landscape in relation to international sanctions. For example, following Russia's invasion of Ukraine in February 2022, oil prices immediately jumped above $100 a barrel and increased to $127 per barrel on 8 March 2022 before falling over the following week to just below $100 per barrel. Prices increased in late April 2022 and early May 2022 due to the "improving prospects" of an EU ban on Russian oil and reached more than $120 per barrel in mid-June 2022, again possibly linked to the EU's sixth package of sanctions. For more information see the Research Briefing on Oil Prices prepared by the Commons Library available at https://researchbriefings.files.parliament.uk/documents/SN02106/SN02106.pdf

While it is difficult to predict how the sanctions imposed by the United Kingdom, United States and European Union and the on-going conflict between Russia and Ukraine will affect the prices of commodities, and hence the prices of the Commodity Securities, there may be increased volatility and unpredictability of prices of futures contracts, which may lead to investors suffering unexpected losses, and there may be a greater risk of trading on underlying futures markets being suspended or halted, and/or limit-up and/or limit-down regulations being introduced or varied, which may mean that holders of the Commodity Securities are unable to redeem their securities when desired. These effects may be significant and long-term in nature and could result in a total or partial loss for existing Securityholders.

The ongoing conflict between Israel and Iran continues to create volatility in a number of commodity derivatives, including oil derivatives. Reports that Israel will target oil infrastructure in Iran - one of OPEC's largest producers – in a retaliation attack, has led to increased market volatility.

B. Risks relating to Counterparties

Activities of Exposure Providers

The Exposure Providers and their affiliates are active traders in commodities markets, including in the physical markets for commodities, in the futures markets (on each of the Exchanges and on other commodity exchanges) and the over-the-counter markets, including trading of commodity swaps, options and other derivatives. These trading activities may present a conflict between the interests of holders of the Commodity Securities and the interests that the Exposure Providers and their affiliates will have in their proprietary accounts, in facilitating transactions, including options and other derivatives transactions, for their customers and in accounts under their management. These trading activities, if they influence the value of the relevant Daily Dated Futures, could be adverse to the interests of the holders of the Commodity Securities. These

activities could give rise to conflicts of interest which are adverse to the interests of Securityholders and could have a negative impact on the Price of Commodity Securities and could result in a total or partial loss to Securityholders.

With respect to any of the activities described above, none of the Exposure Providers or their respective Affiliates has any obligation to the Issuer to take the needs of any buyers, sellers or holders of Commodity Securities into consideration at any time.

At the date of this Prospectus, the Issuer has entered into arrangements with one Exposure Provider only – OCL.

Exposure Provider Credit Risk and Default

The value of Commodity Securities and the ability of the Issuer to pay the Redemption Amount is dependent on the receipt of such amount from an Exposure Provider and may be affected by a deterioration or perceived deterioration in the creditworthiness and/or a downgrade in the credit rating of the Exposure Provider (or any of them). Such deterioration/downgrade in the creditworthiness or credit rating of an Exposure Provider (or any of them) could cause Commodity Securities to trade at a discount to the Price and could result in a partial or total loss to Securityholders.

OCL has granted security in respect of its obligations under the OCL Master Swap Agreement in favour of the Issuer. If an event of default (as defined in the OCL Master Swap Agreement) were to occur, the Issuer may take such proceedings and/or other action as it may think fit against or in relation to OCL to enforce any obligations of OCL and the security. Enforcement action may include taking possession of and/or realising the OCL Secured Property. OCL's obligations under the OCL Master Swap Agreement (and any Swap Contract entered into thereunder) are not guaranteed by any entity within the Onyx Group, or by any other person. To the extent that OCL was to be unable to fulfil its payment obligations under the OCL Master Swap Agreement (and any Swap Contract entered into thereunder), the Issuer would be unable to meet its obligations to Securityholders, who would suffer a partial or total loss as a result.

The Issuer will not operate any policies to diversify or spread its risk (risk-spreading policies) and has a Master Swap Agreement only with OCL. The Issuer may, but is not required to, enter into other Master Swap Agreements with other Exposure Providers, but it will not be the Issuer's intention to enter into other Master Swap Agreements for the purposes of spreading counterparty risk.

Risks Relating to a Securityholder's Reliance on an Authorised Participant

Only Authorised Participants may deal with the Issuer in applying for Commodity Securities to be issued. The Issuer will use reasonable endeavours to ensure that at all times there is at least one Authorised Participant. However, there can be no assurance that there will at all times be an Authorised Participant to deal with the Issuer in applying for or redeeming Commodity Securities.

In the event that there is no Authorised Participant, no Commodity Securities can be issued. In such an event, it may also be difficult or impossible to sell Commodity Securities on the Relevant Exchanges at a price close the Price or within a reasonable time period. In such a case, a Securityholder may Redeem directly with the Issuer, which may take longer and be more costly (due to payment of the Redemption Fee) than sale of the Commodity Securities On-Exchange. If the case persists that there are no Authorised Participants, then the Issuer could trigger a Compulsory Redemption Event which would result in the early redemption of the Commodity Securities. The early redemption of the Commodity Securities could, in turn, result in a Securityholder suffering a loss if the value of the Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Securityholder, rather than on the date of the early Redemption.

Other Business Activities of Authorised Participants (conflicts of interest)

The Authorised Participants and/or their respective affiliates may be active traders in the various sectors of the commodities markets. These trading activities may present a conflict between: (i) the interests of the Securityholders; and (ii) the interests of the Authorised Participants in facilitating transactions (including options and other derivatives transactions) relating to Daily Dated Futures, both in their proprietary accounts and for their customers in accounts under their management.

These trading activities could give rise to conflicts of interest which are adverse to the interests of the Securityholders and could adversely affect the market value of the Commodity Securities. With respect to any of the activities described above, none of the Authorised Participants or any of their respective affiliates has any obligation to the Issuer to take the needs of any buyers, sellers or holders of the Commodity Securities into consideration at any time.

Risks Relating to the Trustee

The Trustee will have regard to the interests of the Securityholders of a Class and will not have regard to the consequences of the exercise of its functions for individual Securityholders. As a result, a decision made by the Trustee in the exercise of its functions may have adverse consequences for an individual Securityholder, including, for example, if the exercise of discretion resulted in a delay in the redemption of the Commodity Securities or a delay in receiving the Price per Commodity Security. In such circumstances, a Securityholder may suffer adverse tax consequences. The Trustee will not be entitled to require, nor will any Securityholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Securityholder.

Risks Relating to the Security Trustee

The Security Trustee will have regard to the interests of the Securityholders in respect of a Class and will not have regard to the consequences of the exercise of its functions for individual Securityholders. As a result, a decision made by the Security Trustee in the exercise of its functions may have adverse consequences for an individual Securityholder, including, for example, if the exercise of discretion resulted in a delay in the redemption of the Commodity Securities or a delay in receiving the Price per Commodity Security. In such circumstances, a Securityholder may suffer adverse tax consequences. The Security Trustee will not be entitled to require, nor will any Securityholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Securityholder.

Modifications to the Programme

The Trustee may agree to amendments to the Programme Documents to which it is a party if, in its opinion such amendment is of a formal, minor or technical nature or is made to correct a manifest error or is necessary or desirable for the operational functioning of the Programme. In making such determinations, the Trustee is not under an obligation or a duty to take into account the interests of any individual Securityholder and so there may be circumstances where a Securityholder is adversely affected by a decision of the Trustee.

The Trustee may also agree to any other modification, and any waiver or authorisation of any breach or proposed breach of any of the Conditions or any of the provisions of any Programme Document that is in the opinion of the Trustee not materially prejudicial to the interests of the Securityholders.

All other matters affecting the interests of the Securityholders (including any modifications of the Commodity Securities) must be sanctioned by an Extraordinary Resolution of the Securityholders of the relevant Class, which Extraordinary Resolution will be binding on all Securityholders of the relevant Class, including any Securityholders who did not vote in favour of the Extraordinary Resolution.

A Securityholder might therefore be adversely affected by a decision of the Trustee, the Issuer and/or other Securityholders where it did not consent to or agree with such a decision and could potentially suffer a total or partial loss.

C. Risks Relating to Security

Limited Recourse

Subject always to the Security Deeds, the Securityholders will have recourse only to the Secured Property in respect of a Class, and not to any other assets of the Issuer. If, following realisation in full of the Secured Property relating to a relevant Class and application of available assets, any outstanding claim against the Issuer relating to such a Class remains unsatisfied, then such outstanding claim will be extinguished, and no obligation will be owed by the Issuer in respect of such claim.

Neither the Securityholders nor any other person acting on their behalf (or on behalf of any of them) will be entitled to take any further steps against the Issuer or any of its directors, shareholders, corporate service providers or agents to recover any further sum in respect of such claim and no obligation will be owed to any such persons by the Issuer in respect of such outstanding sum.

Recognition of security in other Jurisdictions

The laws of certain jurisdictions may affect some or all of the assets comprising the Secured Property in respect of any Security Deed and/or some or all of the assets comprising the OCL Secured Property in respect of any OCL Security Document where the assets comprising such security are not Irish law governed or deemed located in Ireland. If for any reason an asset is deemed located in another jurisdiction or the laws of a jurisdiction do not recognise the security granted under Irish law by a Security Deed or an OCL Security Document, such security may not be effective in relation to the assets and/or such assets may be subject to claims which would otherwise rank after claims secured by the Security Deeds or the OCL Security Documents (as applicable). In the event that it becomes necessary to enforce the security granted by a Security Deed or a OCL Security Document in a jurisdiction that does not recognise such security (or in which it has not been perfected) there may be delays in enforcing the security or it may not be possible to enforce such security which could result in losses to Securityholders of some or all of their investment in the Commodity Securities.

Limited Enforcement Rights

The Security Trustee may enforce the Security at its discretion but is only required to enforce the Security on behalf of a Securityholder if it is directed to do so by the Trustee and provided the Trustee has been instructed by a specified portion of the Securityholders and indemnified, secured and/or pre-funded to its satisfaction.

In circumstances where the Security Trustee is not directed to enforce the Security, a Securityholder will have no right to proceed directly against the Issuer and may therefore not be able to realise the value of its investment. Consequently, such a Securityholder could suffer a partial or total loss.

Risks Relating to the Subordination of Securityholders' Claims on Enforcement of Security

Any claims made against the Issuer will be satisfied in order of the priority waterfall set out in the section entitled *Application Of Proceeds On Enforcement Of Security* in Condition 6 (*Security and Limited Recourse*) (as set out in *Section 14 – Terms and Conditions of Commodity Securities*) meaning that the claims of the Securityholders rank behind applicable payments to the Security Trustee and the Trustee, as described below.

The Trustee will apply the proceeds derived from the realisation of the assets that are the subject of the Security constituted by the relevant Security Deed in accordance with the priority waterfall set out in Condition 15.4 (*Application of Proceeds on Enforcement Of Security*), in accordance with which all moneys received or recovered by the Trustee under the applicable Trust Deed and the proceeds derived from the realisation of the assets by the Security Trustee that are the subject of the Security constituted by the relevant Security Deed, in each case in relation to the Commodity Securities of the relevant Class, will be applied as follows:

(a) *first*, in payment or satisfaction of all fees, costs, charges, expenses, liabilities and other amounts properly incurred by or payable in respect of the Commodity Securities to the Trustee, the Security Trustee or any receiver under or pursuant to the relevant Trust Deed or the Security Deed (which shall include, without limitation, any Taxes required to be paid by the Trustee and/or the Security Trustee (other than any income, corporation or similar Tax in respect of the Trustee's and/or the Security Trustee's remuneration), the costs of enforcing or realising all or some of the Security constituted by the Security Deeds and the Trustee's and/or the Security Trustee's remuneration), the costs of enforcing or realising all or some of the Security constituted by the Security Documents);

(b) *second*, in payment or satisfaction of any fees, expenses or other amounts due pursuant to the Programme Documents (including payment of any amounts owing for reimbursement in respect of any proper payment of amounts paid to Securityholders and default interest (if any) made to the Securityholders but excluding the Administration Fee);

(c) *third,* in payment of any amounts owing to the Administrator pursuant to the Administration Agreement including the Initial Set-Up Costs;

(d) *fourth,* in payment of any amounts owing to the Securityholders *pari passu* and rateably; and

(e) *fifth*, in payment of any balance to the Issuer for itself.

Following the priority of payments, the security may be insufficient and the Issuer may not be able to return the full amounts due to Securityholders who may suffer a loss of some or all of their investment in the Commodity Securities as a result.

Enforcement of the Security

The Issuer has granted Security in respect of each Class of Commodity Securities in favour of the Security Trustee for the benefit of the Secured Parties (which includes the Securityholders of that Class). If an Event of Default (including, but not limited to, a failure by the Issuer to make payment or to perform or comply with any of its obligations) were to occur, the Trustee may take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer and the Security. To enforce the Security, the Trustee may, at its absolute discretion and without further notice, direct the Security Trustee to take such action or step or institute such proceedings against the Issuer to enforce the rights of the Secured Parties. Enforcement action may include taking possession of and/or realising the Secured Property.

The Security Trustee shall enforce the Security at the direction of the Trustee (subject to the Security Trustee having been pre-funded and/or secured and/or indemnified (without prejudice to any further demand) to its satisfaction against all liabilities which may be incurred in connection with acting on such direction), if an Event of Default occurs with respect to the Commodity Securities. When exercising its right in this regard, the Security Trustee will have regard to the interests of the Securityholders as a whole and will not have regard to the consequences of such exercise for individual Securityholders, which may have an adverse impact on certain Securityholders more than others.

D. Risks Relating to the Issuer and its Legal Structure

A change in the tax treatment of the Issuer

The Issuer expects that it should fall within the Irish regime for the taxation of qualifying companies as set out in Section 110 of the Taxes Consolidation Act 1997 (as amended) (**Section 110**), and as such should be taxed only on the amount of its retained profit after deducting all amounts of interest and other revenue expenses due to be paid by the Issuer subject to the Issuer meeting all relevant conditions of Section 110. If, for any reason, the Issuer is not or ceases to be entitled to the benefits of Section 110, or any of its expenses are not deductible for tax purposes, then profits or losses could arise in the Issuer which could have tax effects not contemplated in the cashflows connected with the Commodity Securities and as such could adversely affect the tax treatment of the Issuer and consequently the payments on the Commodity Securities.

The Issuer has, and will have, no assets other than a small amount of profit received by the Issuer in connection with the issue of the Commodity Securities and in respect of the Commodity Securities, any rights, property, sums or other assets on which such Commodity Securities issued under the Programme are secured.

The Directors of the Issuer have passed a board resolution to authorise the Programme.

The Issuer is not regulated

The Issuer is not required to be licensed or authorised under any current securities, commodities, insurance or banking laws of its jurisdiction of incorporation. In particular, the Issuer is not and will not be regulated by the Central Bank as a result of issuing the Commodity Securities. See "*Risk Factors Relating to Legal Matters - Regulatory Risk*" below for more information.

There can be no assurance, however, that regulatory authorities in one or more other jurisdictions will not determine that the Issuer is required to be licensed, registered or authorised under the prevailing securities, banking or commodities laws of that jurisdiction or that legal or regulatory requirements in this respect will not change so as to bring the Issuer's activity relating to the Commodity Securities within the scope of such laws. Any such regulatory requirement or change could trigger a Compulsory Redemption Event and result in the early redemption of the Commodity Securities which in turn could result in a Securityholder suffering a loss if the value of the Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Securityholder, rather than on the date of the early Redemption.

No Historical Financial Information

The Issuer has not commenced operations since the date of incorporation or establishment and no financial statements have been drawn up as at the date of this Base Prospectus. As such, there is no information relating to the Issuer's financial performance, condition or development available to potential investors when assessing the risk of an investment in the Commodity Securities.

No Guarantee by any other Party

The Commodity Securities issued under the Programme will not be guaranteed by, or be the responsibility of, any entity other than the Issuer. Aside from the Issuer, no Programme Party, or any other person (including any Affiliate of the Issuer) is required to make payments on the Commodity Securities of any Class. Specifically, the Commodity Securities:

(a) will not have the status of a bank deposit and will not be within the scope of any deposit protection scheme, including but not limited to the deposit protection scheme operated by the Central Bank or any client money protection scheme;

(b) are not insured or guaranteed by any government, government agency or other body; and

(c) by virtue of the issue of the Commodity Securities, the Issuer is not regulated by the Central Bank.

Consequently, if the Issuer were to fail to satisfy its obligations in respect of the Commodity Securities, the Securityholders would have no recourse to any other person or ability to require any other person to make payments on behalf of the Issuer and in such circumstances, a Securityholder could suffer a loss of some or all of their investment in the Commodity Securities.

Insolvency

The Issuer has agreed not to engage in activities other than the issue of Commodity Securities and related and/or incidental matters. Any issue of Commodity Securities must be on terms that provide for the claims of the Securityholders and the Programme Parties in respect of such Commodity Securities to be limited to the proceeds of the assets on which such Commodity Securities are secured.

In addition, there are restrictions on the Securityholders and Programme Parties bringing insolvency proceedings against the Issuer. Subject to such provisions being upheld, it would be unlikely that the Issuer could become insolvent.

However, notwithstanding the limited recourse and non-petition provisions, should the Issuer have outstanding liabilities to third parties which it is unable to discharge or should the limited recourse or non-petition provisions be found to be non-enforceable in a particular jurisdiction and as a result the Issuer becomes or is declared insolvent according to the law of any country having jurisdiction over it or any of its assets, the insolvency laws of that country may determine the validity of the claims of Securityholders and may prevent Securityholders from enforcing their rights with respect to any Commodity Securities held by it or delay such enforcement. In particular, depending on the jurisdiction concerned and the nature of the assets and security, the Security created in favour of the Security Trustee in respect of such Class of Commodity Securities may be set aside or ranked behind certain other creditors and the assets subject to such Security may be transferred to another person free of such Security.

In addition, certain jurisdictions have procedures designed to facilitate the survival of companies in financial difficulties. In such jurisdictions, the rights of the Security Trustee to enforce the Security created pursuant to any Security Deed may be limited or delayed by such procedures.

In respect of the application of Irish insolvency law, see "*Preferred Creditors under Irish Law*", "*Examinership*" and "*Fixed Charges may take effect as Floating Charges*" below for more information.

Unconnected Liabilities of the Issuer

The Issuer is a special purpose company but it is not a regulated fund with statutory segregated liability between sub-funds with each sub-fund having separate assets and liabilities. Accordingly, the Issuer uses contractual limited recourse and non-petition provisions to achieve segregated liability and to prevent assets held in relation to any particular Class of Commodity Securities being made available to satisfy the claims of holders of a different Class of Commodity Securities. While assets held in relation to any particular Class of Commodity Securities are not available to satisfy the claims of holders of a different Class of Commodity Securities, there is a risk that the Issuer may become subject to claims or other liabilities (whether in respect of the Commodity Securities or otherwise) which are not themselves subject to limited recourse or non-petition limitations. If this were to happen it could increase the likelihood of the Issuer entering insolvency proceedings. If the Issuer were to enter insolvency proceedings, an Event of Default would occur in respect of each Class of Commodity Securities which would result in the Commodity Securities being redeemed at short notice. This may result in the Commodity Securities being redeemed on an earlier date than a Securityholder would otherwise have chosen. In these circumstances, the Securityholder may suffer a loss

if the value of the Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Securityholder and may even lose all of their investment in the Commodity Securities.

Preferred Creditors under Irish Law

Under Irish law, if a liquidator or a receiver is appointed to an Irish company such as the Issuer, the claim of a limited category of preferential creditors will take priority over the claims of unsecured creditors and holders of floating security. These preferred claims include taxes, such as income tax and corporation tax payable before the date of appointment of the liquidator or receiver and arrears of VAT, together with accrued interest thereon. For the circumstances in which fixed security granted by the Issuer may take effect as floating security, please see the section entitled "*Risk Factors Relating to Legal Matters – Fixed Charges may take effect as Floating Charges* " below.

Upon an insolvency of an Irish company, such as the Issuer, when applying the proceeds of assets subject to fixed security which may have been realised in the course of a liquidation or receivership, the claims of a limited category of preferential creditors will take priority over the claims of creditors holding the relevant fixed security. These preferred claims include the remuneration, costs and expenses properly incurred by any examiner of the company (which may include any borrowings made by an examiner to fund the company's requirements for the duration of his appointment) which have been approved by the relevant Irish courts (see "*Examinership*" below).

The holder of a fixed security over the book debts of an Irish tax resident company (which would include the Issuer) may be required by the Irish Revenue Commissioners, by notice in writing from the Irish Revenue Commissioners, to pay to them sums equivalent to those which the holder received in payment of debts due to it by the company. Where the holder of the security has given notice to the Irish Revenue Commissioners of the creation of the security within 21 calendar days of its creation, the holder's liability is limited to the amount of certain outstanding Irish tax liabilities of the company (including liabilities in respect of value added tax) arising after the issuance of the Irish Revenue Commissioners' notice to the holder of fixed security.

The Irish Revenue Commissioners may also attach any debt due to an Irish tax resident company (or any person who is liable to pay, remit or account for tax to the Irish Revenue Commissioners) by another person in order to discharge any liabilities of the company in respect of outstanding (whether Irish, EU, or pursuant to a treaty or mutual assistance agreement) tax whether the liabilities are due on its own account or as an agent or trustee. The scope of this right of the Irish Revenue Commissioners has not yet been considered by the Irish courts and it may override the rights of holders of security (whether fixed or floating) over the debt in question.

If the Issuer becomes insolvent, a Securityholder's return on the realisation of the Issuer's assets may be affected by such preferred creditors taking priority to the Securityholders which may result in a partial or total loss for Securityholders.

In relation to the disposal of assets of any Irish tax resident company which are subject to security, a person entitled to the benefit of the security may be liable for tax in relation to any capital gains made by the company on a disposal of those assets on exercise of the security.

Centre of Main Interests

Article 3(1) of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on Insolvency Proceedings (recast) (the **EU Insolvency Regulation**) is in force in Ireland since 26 June 2017 and applies to "insolvency proceedings" opened after 26 June 2017. Article 3(1) of the EU Insolvency Regulation provides that the centre of main interests (**COMI**) shall be "the place where the debtor conducts the administration of its interests on a regular basis and which is ascertainable by third parties" and in the

case of a company, such as the Issuer, the place of the registered office shall be presumed to be the COMI in the absence of proof to the contrary and provided that the registered office has not been moved from another member state of the EU (a **Member State**) within the 3 month period prior to the request for the opening of "insolvency proceedings".

In the decision by the Court of Justice of the European Union (**CJEU**) in relation to Eurofood IFSC Limited, the CJEU restated the presumption in Council Regulation (EC) No. 1346/2000 of 29 May 2000 on Insolvency Proceedings, that the place of a company's registered office is presumed to be the company's COMI and stated that the presumption can only be rebutted if "factors which are both objective and ascertainable by third parties enable it to be established that an actual situation exists which is different from that which locating it at the registered office is deemed to reflect". This is consistent with Recital 30 to the EU Insolvency Regulation.

Recital 28 to the EU Insolvency Regulation further indicates that in assessing whether a company's centre of main interests is ascertainable to third parties for these purposes, "special consideration should be given to the creditors and to their perception as to where a debtor conducts the administration of its interests". As the Issuer has its registered office in Ireland, has not moved its registered office from another Member State to Ireland within the 3 month period prior to a request for the opening of "insolvency proceedings", has an Irish corporate services provider, has Irish directors and is registered for tax in Ireland, the Issuer does not believe that factors exist that would rebut this presumption, although this would ultimately be a matter for the relevant court to decide, based on the circumstances existing at the time when it was asked to make that decision. If the Issuer's COMI is not located in Ireland and is held to be in a different jurisdiction within the European Union, main insolvency proceedings may not be opened in Ireland.

Accordingly, pursuant to Article 3 of the EU Insolvency Regulation and as the Issuer is an Irish incorporated company and has its registered office in Ireland there is a rebuttable presumption that the Issuer's COMI is in Ireland and consequently that any main insolvency proceedings applicable to it would be governed by Irish law.

Examinership

Examinership is a court procedure available under the Companies Act 2014 to facilitate the survival of Irish companies in financial difficulties. Where a company, which has its COMI in Ireland is, or is likely to be unable to pay its debts an examiner may be appointed on a petition to the relevant Irish court under Section 509 of the Companies Act 2014.

The Issuer, the directors of the Issuer, a contingent, prospective or actual creditor of the Issuer, or shareholders of the Issuer holding, at the date of presentation of the petition, not less than one-tenth of the voting share capital of the Issuer are each entitled to petition the court for the appointment of an examiner. The examiner, once appointed, has the power to set aside contracts and arrangements entered into by the company after this appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to this appointment. Furthermore, the examiner may sell assets, the subject of a fixed charge. However, if such power is exercised the examiner must account to the holders of the fixed charge for the amount realised and discharge the amount due to the holders of the fixed charge out of the proceeds of the sale.

During the period of protection (which is for an initial period of 70 days and may be extended to 100 days if the examiner is unable to formulate a scheme of arrangement), the examiner will formulate proposals for a compromise or scheme of arrangement to assist the survival of the company or the whole or any part of its undertaking as a going concern. However, in no circumstances can the period of protection extend for more than 12 months from the date of the presentation of the petition. A scheme of arrangement may be approved by either the Irish Circuit Court or the Irish High Court (as applicable, and each, a "relevant Irish Court") when at least one class of creditors has voted in favour of the proposals and the relevant Irish court is satisfied that

such proposals are fair and equitable in relation to any class of members or creditors who have not accepted the proposals and whose interests would be impaired by implementation of the scheme of arrangement and the proposals are not unduly prejudicial to the interests of any interested party. The relevant Irish Court shall not confirm such proposals for a scheme of arrangement unless, among other things:

(a) a majority in number of creditors whose interests or claims would be impaired by implementation of the proposals, representing a majority in value of the claims that would be impaired by implementation of the proposals, have voted to accept the proposals; or

(b) if the above requirement is not satisfied, then a majority of the classes of creditors whose interests would be impaired by the scheme of arrangement have voted to accept them, provided that at least one of those creditor classes is a class of secured creditors or is senior to the class of ordinary unsecured creditors; or

(c) if the above requirement is not satisfied, at least one class of creditors whose interests or claims would be impaired by the proposals, other than a class which would not receive any payment or keep any interest in a liquidation, has voted to accept them; and

(d) no dissenting creditor would be worse off if the proposals are confirmed and implemented than such a creditor would be if the normal ranking of liquidation priorities were applied, either in the event of liquidation, whether piecemeal or by sale as a going concern, or in the event of the next-best-alternative scenario if the proposals were not confirmed.

In considering proposals by the examiner, it is likely that secured and unsecured creditors would form separate classes of creditors. In the case of the Issuer, if the Trustee or Security Trustee represented the majority in number and value of claims within the secured creditor class (which would be likely given the restrictions agreed to by the Issuer in the Conditions), the Trustee or Security Trustee would be in a position to reject any proposal not in favour of the Securityholders. The Trustee or Security Trustee would also be entitled to argue at the relevant Irish court hearing at which the proposed scheme of arrangement is considered that the proposals are unfair and inequitable in relation to the Securityholders, especially if such proposals included a writing down to the value of amounts due by the Issuer to the Securityholders.

Once confirmed by the relevant Irish Court, the scheme of arrangement becomes binding on the company and all creditors whose rights are impaired by the scheme of arrangement and who received notice of the meetings convened for the purposes of voting on the proposals.

The fact that the Issuer is a special purpose vehicle and that all of its liabilities should be of a limited recourse nature means that it is unlikely that an examiner would be appointed to the Issuer.

However, if, for any reason, an examiner was appointed while any amounts due by the Issuer under the Commodity Securities were unpaid, the primary risks to the Securityholders are as follows:

(a) the potential for a compromise or scheme of arrangement being approved involving the writing down or rescheduling of the debt due by the Issuer to the Securityholders as secured by the Trust Deeds and the Security Deeds;

(b) the Security Trustee acting for and on behalf of the Secured Parties, would not be able to enforce rights against the Issuer during the period of examinership;

(c) the potential for the examiner to seek to set aside any negative pledge in the Commodity Securities prohibiting the creation of security or the incurring of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period; and

(d) in the event that a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the relevant Irish court) will take priority over the monies and liabilities which from time to time are or may become due, owing or payable by the Issuer to each of the Secured Parties under the Commodity Securities or the Programme Documents.

Consequently, the appointment of an examiner to the Issuer may result in a partial or total loss for Securityholders.

E. VAT and Tax Risks Relating to an Investment in the Commodity Securities

Taxation and no gross-up

In the event that any withholding or deduction for or on account of Tax is imposed on payments in respect of the Commodity Securities, the Securityholders will be subject to such tax or deduction and will not be entitled to receive amounts to compensate for such withholding or deduction. No Event of Default will occur as a result of any such withholding or deduction.

The tax treatment of the Commodity Securities, including but not limited to the question of whether the Commodity Securities should be treated as debt securities or units in a collective investment scheme for tax purposes, is fundamentally unclear in some jurisdictions. Prospective investors' attention is therefore drawn to the *Section 16 – Tax* of this Base Prospectus and the other tax disclosures in this Base Prospectus.

Each Securityholder will assume and be solely responsible for any and all Taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local Taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Commodity Securities. You should consult your selling agent for details of fees, expenses, commissions or other costs and your own tax advisors in order to understand fully the tax implications specific to investment in any Commodity Securities.

Imposition of unanticipated Taxes on Issuer

The Issuer has been advised that under current Irish law, any fees payable to an investment manager engaged for the provision of portfolio management services should be exempt from VAT in Ireland as consideration paid for portfolio management services provided to a "qualifying company" for the purposes of Section 110 of the TCA. This is based upon Article 135(1)(g) of Council Directive 2006/112/EC on the Common System of Value Added Tax (the **Directive**), which provides that EU member states shall exempt the management of "special investment funds" as defined by EU member states. The Value-Added Tax Consolidation Act 2010 of Ireland, in the provisions implementing Article 135(1)(g) of the Directive, specifically lists, in the categories of undertakings to whom supplies of management services are exempt from VAT, undertakings which are "qualifying companies" for the purposes of Section 110 of the TCA. The Issuer has been advised that it will be such a "qualifying company", therefore any management services supplied to it are exempt from VAT in Ireland under current law. On 9 December 2015, the European Court of Justice handed down its judgment in the case of *Staatssecretaris van Financiën v Fiscale Eenheid X NV cs Case C-595/13* which concerned Dutch law on VAT, in particular the Dutch interpretation of the term "special investment fund" under the Directive and could suggest that the exemption had been enacted by some EU member states more broadly than is permitted by the Directive. The Issuer is not, however, aware of any proposal to amend Irish domestic law to remove the exemption from VAT on portfolio management fees for entities such as the Issuer. If the Issuer is not or ceases to be entitled to the benefits of Section 110, or any of its expenses are not deductible for tax purposes, then profits or losses could arise in the Issuer which could have tax effects not contemplated in the financial position of the Issuer and as such could adversely affect the tax treatment of the Issuer and consequently may result in the Daily Adjustment increasing therefore negatively impacting a Securityholder's return of its investment and it losing some or all

of its investment. At the date of this Prospectus, the Issuer has not appointed an entity to provide management services to it.

F. Risk Factors Relating to Legal Matters

Regulatory Risk

Government or regulatory intervention in the financial markets could result in the Issuer or any other Programme Party being unable to perform its obligations in relation to the Commodity Securities; and/or a Securityholders being unable to hold Commodity Securities. If, due to a change in any applicable law or regulation, it becomes illegal for the Issuer, a Programme Party or a Securityholder to perform its obligations in relation to the Commodity Securities, the Commodity Securities of the relevant Class may fall for compulsory redemption.

The Issuer is not required to be licensed, registered or authorised under any current securities, commodities or banking laws of its jurisdiction of incorporation and (subject to the requirements of the EU Prospectus Regulation and any related rules issued by the Central Bank) will operate without supervision by any authority in any jurisdiction. However, the regulatory requirements as to licensing, registration or authorisation in Ireland could change thereby requiring the Issuer to obtain such a status. Regulatory authorities in one or more other jurisdictions may regard such laws as being applicable to the Issuer and may require the Issuer to be licensed, registered or authorised. Any such regulatory requirement or change could trigger a Compulsory Redemption Event and result in the early redemption of the Commodity Securities which in turn could result in a Securityholder suffering a loss if the value of the Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Securityholder, rather than on the date of the early Redemption.

Owing to the special purpose nature of the Issuer, the Issuer may be unable to comply with the requirements imposed by the regulatory authorities of any such jurisdiction. The taking of an alternative view by such regulatory authority could therefore have an adverse impact on the Issuer and/or the holders of Commodity Securities including, without limitation, the Issuer consequently determining that a Compulsory Redemption Event has occurred in respect of any affected Commodity Securities. The Commodity Securities may therefore be redeemed early, which may result in Securityholders receiving less, or substantially less, than their initial investment.

Additionally, in the event that the Issuer does not comply with any regulatory requirements applicable to it and/or the rules of a Relevant Exchange, the Relevant Exchange may suspend trading of the Commodity Securities unless such a suspension would be likely to cause significant damage to the interests of investors or the orderly functioning of the financial markets. If trading in the Commodity Securities on a Relevant Exchange were suspended for any reason, Securityholders would be unable to buy or sell Commodity Securities and would be unable to take advantage of any Price movements.

Change of Law

The Conditions are governed by Irish law in effect as at the date of issue of the relevant Commodity Securities. It is possible that a judicial decision or change to Irish law or administrative practice after the date of issue of the relevant Commodity Securities will occur which may affect such Commodity Securities.

It is not possible to predict the consequences of any such changes; it could have a significant adverse effect on the price and liquidity of the Commodity Securities and/or the Issuer may, as a result of such change, determine that a Compulsory Redemption Event has occurred and the Commodity Securities may be redeemed early. As a result of such Redemption, Securityholders may receive less, or substantially less, than their initial investment.

Fixed Charges may take effect as Floating Charges

The essence of a fixed charge is that the person creating the charge does not have liberty to deal with the assets which are the subject matter of the security in the sense of disposing of such assets or expending or appropriating the moneys or claims constituting such assets and accordingly, if and to the extent that such liberty is given to the Issuer any charge constituted by the Security Deeds may operate as a floating, rather than a fixed charge.

In particular, the Irish courts have held that in order to create a fixed charge on receivables it is necessary to oblige the chargor to pay the proceeds of collection of the receivables into a designated bank account and to prohibit the chargor from withdrawing or otherwise dealing with the monies standing to the credit of such account without the consent of the chargor.

Depending upon the level of control actually exercised by the chargor, there is therefore a possibility that the fixed security over the relevant charged assets would be regarded by the Irish courts as a floating charge.

Floating charges have certain weaknesses, including the following:

(a) they have weak priority against purchasers (who are not on notice of any negative pledge contained in the floating charge) and the chargor of the assets concerned and against lien holders, execution creditors and creditors with rights of set-off;

(b) as discussed above, they rank after certain preferential creditors, such as claims of employees and certain taxes on winding-up even if crystallised prior to the commencement of winding-up;

(c) they rank after certain insolvency remuneration expenses and liabilities;

(d) the examiner of a company has certain rights to deal with the property covered by the floating charge; and

(e) they rank after fixed charges.

In the event that the fixed charge constituted by a Security Deeds is construed as a floating charge, then, as a matter of law, certain claims would have priority over the claims of the Security Trustee in respect of the floating charge assets, which could ultimately lead to Securityholders suffering a partial or total loss.

Legality of Purchase

The purchase of the Commodity Securities by any prospective purchaser may be subject to investment laws, regulations and/or restrictions or review by certain authorities (including controls and/or position limits on the Relevant Exchanges). The Issuer, the Trustee, the Security Trustee, the Authorised Participants, any other Programme Party or any Affiliate of such persons are not responsible for compliance by a prospective purchaser of the Commodity Securities (whether for its own account or for the account of any third party) with such investment laws, regulations and/or restrictions.

If a Securityholder acquires Commodity Securities in contravention of such laws, regulations and/or restrictions and breach of such laws, regulations and/or restrictions, this may result in adverse consequences (including, without limitation, adverse tax consequences) for an investor outside of the Programme, which would result in the early Redemption of the affected Commodity Securities).

Alternative Investment Fund Managers Directive

EU Directive 2011/61/EU on Alternative Investment Fund Managers (**AIFMD**) became effective on 22 July 2013 and provides, amongst other things, that all alternative investment funds (**AIFs**) must have a designated alternative investment fund manager (**AIFM**) with responsibility for portfolio and risk management.

The application of the AIFMD to special purpose vehicles such as the Issuer is unclear. The Issuer does not operate in the same manner as a typical alternative investment fund. However, the definition of AIFs and AIFM in the AIFMD is broad and there is only limited guidance as to how such definitions should be applied in the context of a special purpose vehicle such as the Issuer. Were the Issuer to be found to be an AIF or were any person acting in any capacity of the Commodity Securities found to be acting as an AIFM with respect to the Issuer, both the Issuer and the person found to be acting as the AIFM would need to be appropriately regulated. Owing to the special purpose nature of the Issuer, it would be unlikely that either the Issuer or the Administrator could fully comply with the requirements of AIFMD. In such circumstance, the Issuer would be likely to determine that a Compulsory Redemption Event had occurred, and the Commodity Securities will be redeemed early and Securityholders may receive less, or substantially less, than their initial investment.

Risk of Re-characterisation

The Commodity Securities have been issued in the form of debt securities and are not units in an authorised collective investment scheme. It is possible that the courts or regulatory authorities in any jurisdiction may re-characterise the Commodity Securities as units in a collective investment scheme. Any such re-characterisation may have adverse consequences (including, without limitation, adverse tax consequences) for an investor. In addition, as a result of such re-characterisation, the Issuer may determine that a Compulsory Redemption Event has occurred. The Commodity Securities may therefore be redeemed early, which may result in Securityholders receiving less, or substantially less, than their initial investment.

Undertakings for Collective Investment in Transferable Securities (UCITS)

Prospective investors which are UCITS, i.e. which comprise a scheme which is an undertaking for collective investment in transferable securities subject to the Directive of the European Parliament and the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to Undertakings for Collective Investment in Transferable Securities (2009/65/EC) (the **Recast UCITS Directive**), as amended, need to satisfy themselves that any investment in the Commodity Securities will comply with any regulations and/or guidelines applicable to them pursuant to the Recast UCITS Directive and any laws, regulations or guidelines of their jurisdiction of incorporation and would be in line with their individual investment objectives.

Failure to comply with such restrictions may cause a UCITS which is a Securityholder, to be in breach of its compliance obligations under the Recast UCITS Directive, laws of its jurisdiction of incorporation or investment objectives and policies, and therefore to be exposed to regulatory sanctions under its national regime.

SECTION 3– DEFINITIONS

All terms and expressions not defined in this *Section 3 – Definitions*, which have defined meanings in *Section 14 – Terms and Conditions of the Commodity Securities* shall have the same meanings in this Base Prospectus.

With respect to this document (other than *Section 14 – Terms and Conditions of the Commodity* Securities), the following expressions have the following meanings:

Account Bank	means Citibank Europe plc, and any Eligible Account Bank that has entered into an Account Bank Agreement with the Issuer;
Account Bank Agreement	means an agreement dated the date hereof between the Account Bank and the Issuer governing the operation of the Issuer Transaction Accounts;
Administration Agreement	means the administration agreement entered into by the Issuer and the Administrator on or around the Programme Effective Date as may be amended, supplemented, novated or replaced from time to time;
Administration Fee	means the fee payable by the Issuer to the Administrator in consideration for the provision by the Administrator or an Affiliate or successor of the Administrator of all services provided under the Administration Agreement;
Administrator	Onyx Commodities Limited
Affiliate	means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person;
Agreed Redemption Form	has the meaning given to it in Condition 7.6 (*Redemption Forms*);
Applicant	means an Authorised Participant who makes an Application for Commodity Securities;
Application	means an application by an Applicant to the Issuer to subscribe for Commodity Securities, being an offer on terms referred to in an Application Form and this Base Prospectus and in accordance with the provisions of the relevant Authorised Participant Agreement and "**Apply**" shall be construed accordingly;
Application Form	means the application form to be used in connection with the Programme to make an Application;
Application Moneys	means, for an Application, all moneys paid or to be paid to or to the order of the Issuer by the Applicant in respect of the Application;
Authorised Participant	means certain regulated trading firms, banks or other market professionals approved by the Issuer (in its sole discretion) that satisfies certain minimum qualifying criteria and that is party to an Authorised Participant Agreement;
Authorised Participant Agreement	means the authorised participant agreement (as may be amended, supplemented, novated and/or replaced from time to time) entered into by the Issuer and an Authorised Participant pursuant to which such Authorised Participant is appointed to act as an "Authorised Participant", distribution agent or in a substantially similar function in relation to Commodity Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied;
Authorised Person	means a person who is authorised for the purposes of FSMA;
Base Prospectus	means this base prospectus of the Issuer;
Bearer Securities	has the meaning given to it in Condition 2 (*Form and Title*);

Business Day	means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both Dublin and London;
Central Bank	means the Central Bank of Ireland;
Certificated	means not in Uncertificated Form;
Class	means all Commodity Securities having the same ISIN or other similar identifier, including the Initial Series and any Further Series;
Collateral Accounts	means in relation to any Exposure Provider that has entered into a Security Agreement, the trading account (or sub-trading account) into which the Daily Dated Futures will settle and, where applicable, the cash account in which non-margin cash will be held, in each case, established and maintained by the respective futures commission merchant (FCM) in the name of the Exposure Provider and shall include each sub-trading account established and maintained by ABN AMRO Bank N.V. in OCL's name;
Collateral Yield	means in respect of any type of Commodity Securities the return, equivalent to an interest return, on the value invested in that type of Commodity Security calculated as described under the heading "*The Daily Adjustment element of the formula*" in *Section 11 – Determining the value of an investment in Commodity Securities*;
Compulsory Redemption Date	means the date designated for compulsory redemption of a Class or Classes or Commodity Securities pursuant to Conditions 8.1, 8.2.1, 8.2.2 and 8.3;
Conditions	means the terms and conditions on and subject to which *Commodity* Securities as set out in *Section 14 – Terms and* Conditions of Commodity Securities;
Counterparty Event of Default	means : (a) the occurrence of a Counterparty Insolvency Event (b) an Exposure Provider failing to make any payment when due under a Master Swap Agreement, where such failure is not rectified within five Business Days following the day on which the Exposure Provider receives notice of the failure from the Issuer in accordance with the terms of the relevant Master Swap Agreement; or (c) in respect of any Exposure Provider that has entered into a Security Agreement, the Security Agreement (or any part of the Security Agreement) is not, or ceases to be or is alleged by any person not to be, for any reason a valid, enforceable, effective and continuing security or the Issuer receives legal advice to that effect;
Counterparty Insolvency Event	means, in respect of any Exposure Provider with which a Master Swap Agreement has been entered into by the Issuer and Swap Contracts are outstanding any proceedings being commenced or order being made by any competent court for, or any resolution being passed by such Exposure Provider to apply for, a winding-up or dissolution of that Exposure Provider (other than an amalgamation, merger, consolidation, reorganisation or other similar arrangement or proceedings for winding-up or dissolution which are being contested in good faith and are discharged within 20 Business Days) or any application being made or other steps being taken for the appointment of an administrator in relation to that Exposure Provider, or any appointment being made of a receiver, administrative receiver, administrator or similar official in relation to that Exposure Provider or all, or substantially all, of its assets or any distress or execution being levied or enforced upon or sued out against, or any encumbrancer taking possession of, the assets of that Exposure Provider and any other analogous or similar proceedings or events occurring in any jurisdiction or that Exposure Provider ceasing or threatening to cease to carry on business or being or being deemed to be, unable to pay its debts as they become due;

Creation Amount	means the Principal Amount of the Commodity Securities referred to the Creation Notice sent by the Issuer to an Exposure Provider pursuant to a Master Swap Agreement;
Creation Limit	means any limit on entry into Swap Contracts under any Master Swap Agreement (and corresponding limits on issue of Commodity Securities), as described in more detail in *Section 6 – Description of the Commodity Securities – Creation Limits and Redemption Limits*;
Creation Notice	means a notice sent by the Issuer to an Exposure Provider pursuant to a Master Swap Agreement providing for entry into a Swap Contract under which the fixed amount payable by the Issuer shall correspond with the Principal Amount of the Commodity Securities referred to in such Creation Notice;
Daily Adjustment	means the daily rate expressed as a percentage in the Final Terms in respect of each Class of Commodity Securities resulting in an adjustment to the Price;
Daily Dated Brent Futures	means ICE Futures Europe's cash settled futures based on the Platts Dated Brent contract (Contract symbol: DDB);
Daily Dated Futures	means predetermined cash settled futures trading on ICE Futures Europe and includes Daily Dated Brent Futures;
Defaulted Obligation	means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same provided that if the amount paid by an Exposure Provider under the terms of a Master Swap Agreement in respect of a Swap Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Exposure Provider is not obliged under that Master Swap Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation;
Direct Agreement	means an agreement entered into between an Exposure Provider and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant;
Directors	means the directors of the Issuer, being at the Prospectus Date persons whose names are listed as such in *Section 7 – The Issuer*;
EEA State	means a member of the European Economic Area;
EU	means the European Union;
EU Prospectus Regulation	means Regulation (EU) No 2017/1129, as amended from time to time;
Euro or **€**	means the euro currency;
Exchange	means each of ICE Futures Europe and CME (Chicago Mercantile Exchange);
Exposure Provider	means the counterparty to each Master Swap Agreement with the Issuer and, for so long as the OCL Master Swap Agreement remains in force, includes OCL;
FCA	means the Financial Conduct Authority;
FSMA	means the Financial Services and Markets Act 2000 of the United Kingdom;
ICSD	means an International Central Securities Depositary;

Initial Set-Up Costs	the fees, costs and expenses incurred by the Issuer in connection with the establishment of the Programme;
Issuer Insolvency Event	has the meaning given to it in the Conditions;
Issuer Transaction Accounts	means the accounts opened with an Eligible Account Bank in the name of the Issuer and operated by the Issuer into which amounts received by or on behalf of the Issuer in connection with the Programme are paid from time to time;
Intra-day Price	means at any time on a Trading Day, the price of the relevant Daily Dated Futures, provided that if at any time the Intra-Day Price is determined there is no real time publication of the value of the relevant Daily Dated Futures, the Calculation Agent shall instead use the most recently reported prices for the relevant Daily Dated Futures, if any that are not subject to a Market Disruption Event and using a fair market value determined in accordance with the principles set out in the Calculation Agency Agreement for the relevant Daily Dated Futures that are subject to a Market Disruption Event;
Intra-Day Pricing Event	means that the Calculation Agent has notified the Issuer that an Intra-day Price of Swap Contracts of the same class as the relevant Commodity Securities has fallen to or below zero at any time during any Trading Day and an Exposure Provider notifies the Issuer that Swap Contracts of that class have been terminated;
Issue Date	means the date of issuance of the relevant Series as specified in the Final Terms relating to such Series;
Market Disruption Day	means, in respect of a Daily Dated Future, a Trading Day on which a Market Disruption Event occurs or is continuing in the Relevant Market on the relevant Exchange for that Daily Dated Future;
Market Disruption Events	means, in respect of a Trading Day, any of the following events: (a) the Valuation Agent fails to determine, or provide the Portfolio Performance Price with respect to a portfolio of Daily Dated Futures in respect of that Class (or communicates that it will or expects to fail to do so) by midnight on that Trading Day; or (b) the termination or suspension of, or material limitation or disruption in the trading of, any Daily Dated Futures in respect of that Class; or (c) there being no Pricing Window for any such Daily Dated Future during that Trading Day;
Master Swap Agreement	means an agreement entered into by the Issuer and an Exposure Provider, pursuant to which Swap Contracts may be created or terminated;
MiFID2	means EU Directive 2014/65/EU (the **Markets in Financial Instruments Directive**), as amended;
Non-Margin Cash Account	means an account in the name of the OCL held with the Non-Margin Cash Account Bank subject to the Non-Margin Cash Account Declaration of Trust;
Non-Margin Cash Account Bank	means ABN AMRO Bank N.V. or its successor acting in its capacity as the bank at which the Non-Margin Cash Account is maintained;
Non-Margin Cash Account Declaration of Trust	means the deed entered into on or about the Programme Effective Date, between (inter alios) the Issuer, OCL and the Non-Margin Cash Account Bank whereby OCL declared a trust over the Non-Margin Cash Account (including all amounts standing to the credit of the Non-Margin Cash Account) in favour of the Issuer and itself;
OCAL	means Onyx Capital Advisory Limited, being a private limited company incorporated under the laws of England and Wales, with registered company number 11472304, whose registered office is at 95 Cromwell Road, Second Floor, London, SW7 4DL, United Kingdom;

OCL	means Onyx Commodities Limited, being a private limited company incorporated under the laws of England and Wales with registered company number 03948550 whose registered office is at 95 Cromwell Road, Second Floor, London, United Kingdom, SW7 4DL;
OCL Master Swap Agreement	means that Master Swap Agreement entered into by the Issuer and OCL dated on or about the Programme Effective Date;
OCL Secured Property	means the assets from time to time subject, or expressed to be subject, to the security, or any part or parts thereof, granted by OCL in favour of the Issuer pursuant to the OCL Security Agreement and the Non-Margin Cash Account Declaration of Trust;
OCL Security Agreement	means that Dutch law governed Security Agreement entered into by the Issuer and OCL dated on or about the Programme Effective Date;
OCL Security Documents	means the OCL Security Agreement and the Non-Margin Cash Account Declaration of Trust and any other document designated as such by OCL, the Issuer and the Security Trustee;
On-Exchange	means the trading of Commodity Securities on a Relevant Exchange;
Onyx	Onyx Capital Group Limited;
Onyx Group	means Onyx and its affiliates;
Onyx Spot Crude Oil Securities	means the Commodity Securities of a class specified as such in and constituted by a Trust Deed and recorded on the relevant Register;
OTC Market	means the global over-the-counter market for the trading of Commodity Securities ;
PRA	means the Prudential Regulation Authority of the United Kingdom and any successor thereto;
Price	means the price determined in accordance with Condition 5.2 (*Calculation of the Price*) and "**Pricing**" (other than when used in the terms "Pricing Date" and "Pricing Day") shall be construed accordingly;
Pricing Day	means for each class of Commodity Securities, a Trading Day for the Daily Dated Futures applicable to that class of Commodity Securities for those Daily Dated Futures (other than a Market Disruption Day for which a substitute value for relevant the Daily Dated Futures is determined by the Calculation Agent in accordance with the provisions of the Calculation Agency Agreement);
Pricing Window	means an uninterrupted period of at least 3 minutes' trading in a relevant Daily Dated Futures on the ICE Futures Oil Market;
Programme	means the programme for the issue of Commodity Securities;
Programme Document	means each of the Trust Deed, the Administration Agreement, the Calculation Agency Agreement, the Account Bank Agreement, each Security Deed, the Issuing and Paying Agency Agreement, each Master Swap Agreement, each Swap Contract, each Security Agreement, the Non-Margin Cash Declaration of Trust, the Corporate Services Agreement and each Authorised Participant Agreement and such other related documents which are referred to in the terms of the above documents or which relate to the issue of the Commodity Securities and any other document designated as such by the Issuer and the Trustee and **Programme Documents** means all such documents;
Programme Effective Date	means the date on which the Base Prospectus in respect of the Programme is approved by the relevant competent authority;
Programme Expenses Fee	means such amount, confirmed by the Issuer to OCL in accordance with the terms of the OCL Master Swap Agreement, intended to meet the costs and expenses incurred by the Issuer in connection with the Programme including but not limited to

the fees and expenses of any registrar or corporate administrator, any Trustee, Security Trustee, Issuing and Paying Agent, legal counsel, financial auditor or stock exchange and any fees, costs and expenses incurred in connection with the dissolution or winding up of the Issuer and any VAT or similar Taxes payable in relation to any of the preceding;

Prospectus Date means the date on which this Base Prospectus is approved by the Central Bank, as set out on the first page hereof;

PR Regulation means the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended from time to time;

Redemption Payment Date means:

(a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second Business Day following the Pricing Date of that Redemption;

(b) in the case of a Redemption pursuant to an Agreed Redemption Form, the Business Day specified for such payment in that form;

(c) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the Business Day which is the second Business Day following the last Pricing Day on which the Price of the Commodity Securities being Redeemed was determined in accordance with these Conditions;

Registered Office means the registered office of the Issuer being 4th Floor, 35 Shelbourne Road, Ballsbridge, Dublin 4, Ireland;

Registered Securities has the meaning given to it in Condition 2 (*Form and Title*);

Regulated Market means a regulated market for the purposes of MiFID2, as amended and/or FSMA, as applicable;

Relevant Clearing System means (i) Euroclear, (ii) Clearstream, or (iii) any other recognised clearing system in which Commodity Securities of a Class may be cleared;

Relevant Exchange means Euronext Dublin, and/or any other stock exchange on which Commodity Securities of a Class may be listed;

RTS Regulation means the Commission Delegated Regulation (EU) 2019/979 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council with regard to regulatory technical standards on key financial information in the summary of a prospectus, the publication and classification of prospectuses, advertisements for securities, supplements to a prospectus, and the notification portal, as amended from time to time;

Security means a mortgage, charge, assignment, pledge, lien or other security interest securing any obligation of the Issuer or any other agreement or arrangement having a similar effect;

Security Agreement means in relation to any Master Swap Agreement in respect of which an Exposure Provider enters into a security agreement supplemental to, or supporting the obligations of the Exposure Provider pursuant to, (inter alia) that Master Swap Agreement, such security agreement and includes the OCL Security Agreement;

Security Document	means any security document relating to the Commodity Securities pursuant to which Security over the Secured Property is created or perfected (including, for the avoidance of doubt, each Security Deed) and any other document designated as such by Issuer and the Trustee, as amended, supplemented, novated and/or replaced from time to time;
Securityholder	and **holder** mean the bearer of any Bearer Security or the person in whose name a Registered Security is registered (as the case may be);
Security Trustee	means Waystone Corporate Services (IE) Limited;
Settlement Redemption Form	has the meaning given to it in Condition 7.6 (*Redemption Forms*);
Swap Contract	means in relation to Commodity Securities of a particular Class, a confirmation between the Issuer and an Exposure Provider entered into in accordance with a Master Swap Agreement and giving rise to matching rights and obligations to such Commodity Securities;
Swap Contract Termination	means the termination or partial termination of a Swap Contract by an Exposure Provider in accordance with a Master Swap Agreement;
Trading Day	means, in respect of the Daily Dated Futures to which that Class of Commodity Securities relates, a day on which the relevant Exchange for those Daily Dated Futures is open for trading during its regular trading session, notwithstanding such relevant Exchange closing prior to its scheduled closing time;
Trustee	means Waystone Corporate Services (IE) Limited;
Trust Deed	means the Master Trust Deed and any Supplemental Trust Deed in respect each Class of Commodity Securities;
Uncertificated Form	means recorded on the Register as being held in uncertificated form, title to which is to be transferred by means of the Relevant Clearing System;
United Kingdom or **UK**	means United Kingdom of Great Britain and Northern Ireland;
United States or **US**	means the United States of America;
US Dollars	means the lawful currency of the United States of America and references to US$ shall be similarly construed;
Valuation Agent	means Arrow Energy Markets (UK) Ltd (FRN: 1001689) or such other entity notified to the Issuer by an Exposure Provider;
VAT	means value added tax;
zero coupon	means a debt instrument with no periodic coupon payments;

References in this document to a particular time are, unless otherwise stated, references to the time applicable in Dublin, Ireland.

Unless the context otherwise requires, references in this document to any agreement or documents includes a reference to such agreement or document, as amended, varied, novated, supplemented or replaced from time to time and unless otherwise stated or the context otherwise requires, references in this document to any statute or any provision of any statute include a reference to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or any such modification or re-enactment, in each case in force as at the date of this Base Prospectus.

References in this document to any legislation of the European Union includes reference to such legislation as it applies in the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 of the United Kingdom, the

European Union (Withdrawal Agreement) Act 2020 of the UK and any other applicable UK legislation in relation to the “on-shoring” of retained EU law.

SECTION 4– COMMODITIES, COMMODITY AND FUTURES MARKETS, AND EXCHANGES OVERVIEW

A. Commodities Overview

The websites referred to in this "Commodities Overview" section do not form part of the Base Prospectus, and such websites (and the content of such websites) has not been scrutinised or approved by the Central Bank.

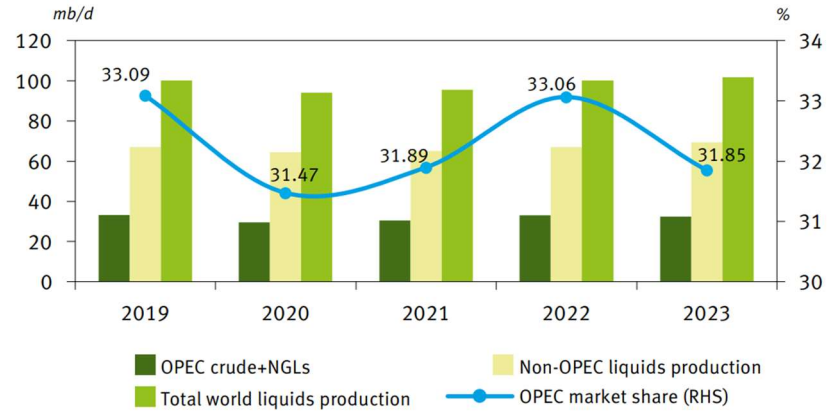
Crude oil

According to the Energy Information Administration (EIA), over the past several decades oil has been the world's foremost source of primary energy consumption. Many varieties of crude oil are produced around the world, each with their own price; the characteristics of each variety depend largely on the particular crude oil's geological history. Because there are so many varieties, crude oils are priced and traded relative to well-known benchmarks (called markers). Two of these benchmarks dominate world crude oil futures trading, namely Brent Crude, futures contracts for which are traded in London on the ICE Futures Market, and West Texas Intermediate (WTI) Light Sweet Crude, futures contracts for which are traded on NYMEX.

Crude oil prices are influenced by a complex interaction of underlying supply and demand factors, political dynamics and increasingly developed spot, term and futures trading. Therefore, these prices tend to be highly volatile. The varieties of crude oil are generally priced in relation to what is regarded as a marker crude, which is a representative type for a particular region. The main criteria for a marker crude is for it to be sold in sufficient volumes to provide liquidity (many buyers and sellers) in the physical market as well as having similar physical qualities as alternative crudes.

The behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market. The OPEC organisation was formed in 1960. It currently has 12 member countries (following the termination by each of Qatar and Angola of its membership of the organisation in January 2019 and January 2024 respectively) and is the world's largest supplier of oil. Emerging industrial markets such as China, India and Latin America also greatly influence the price of crude oil, as they require more oil to support their economic growth and resulting rise in energy consumption. Besides its primary role as an important energy source, crude oil is also an essential raw material for manufacturing plastics, and it is used in the production of cosmetics and medicines.

OPEC[1], non-OPEC[2] and total world supply, as well as OPEC market share, 2019–2023

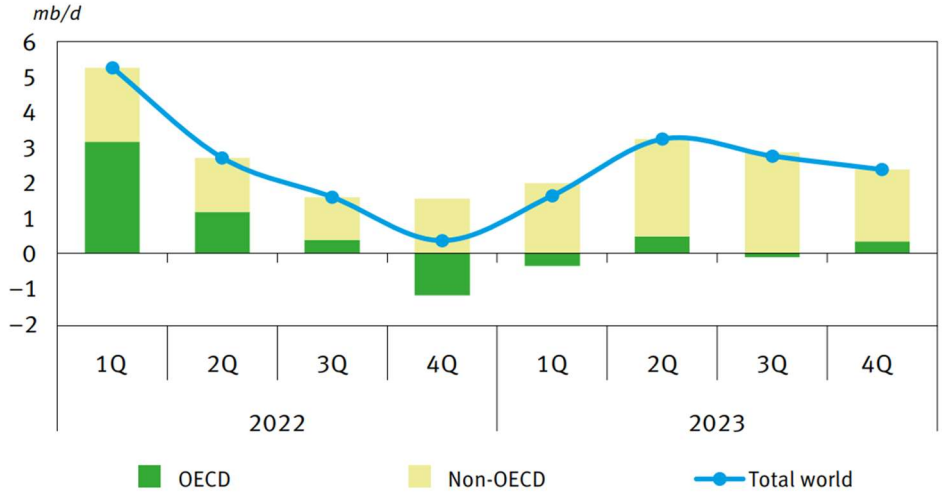


Notes
[1] OPEC– including OPEC NGLs+non-conventional oils. *[2] Non-OPEC – including processing gains.*

Source
OPEC.

The supply of crude oil is limited and is unlikely to be increased further as it has become increasingly difficult to find and develop new oil reserves and there is a lack of investment capital for discovery, extraction and further processing. While BP, in its Statistical Review of World Energy published in June 2024, notes that oil consumption is likely to decline due to an increasing demand for decarbonised energy sources, oil continues to play a major role in the global energy system and the demand for crude oil remains strong. According to OPEC's 2023 Annual Report, world oil demand increased by 2.5 million barrels per day (mb/d), year-on-year, to average 102.2 md/d, surpassing pre-pandemic levels for the first time.

World oil demand by main region, y-o-y growth, 2022–2023



Source
OPEC.

World oil demand and supply balance, 2020–2023

	2020	2021	2022	1Q23	2Q23	3Q23	4Q23	2023
World oil demand and supply balance								
World demand (mb/d)								
Americas	22.52	24.28	24.79	24.46	25.18	25.35	25.04	25.01
of which US	*18.35*	*20.03*	*20.16*	*19.92*	*20.50*	*20.49*	*20.30*	*20.30*
Europe	12.41	13.19	13.51	13.10	13.54	13.62	13.39	13.41
Asia-Pacific	7.16	7.34	7.38	7.81	6.95	7.06	7.58	7.35
Total OECD	**42.09**	**44.81**	**45.68**	**45.37**	**45.67**	**46.02**	**46.02**	**45.77**
China	13.94	15.10	14.95	15.51	16.26	16.42	16.57	16.19
India	4.51	4.77	5.14	5.40	5.40	5.17	5.40	5.34
Other Asia	8.13	8.67	9.07	9.34	9.49	9.13	9.15	9.28
Latin America	5.90	6.25	6.44	6.60	6.70	6.75	6.68	6.68
Middle East	7.45	7.79	8.30	8.63	8.32	8.82	8.76	8.63
Africa	4.08	4.22	4.40	4.59	4.24	4.27	4.74	4.46
Eurasia	3.39	3.62	3.75	3.83	3.69	3.84	4.01	3.84
of which Russia	*1.07*	*1.21*	*1.15*	*1.24*	*1.21*	*1.02*	*1.23*	*1.17*
of which other Eurasia	*0.70*	*0.75*	*0.77*	*0.79*	*0.77*	*0.75*	*0.83*	*0.79*
Total non-OECD	**49.16**	**52.38**	**53.98**	**55.93**	**56.07**	**56.18**	**57.35**	**56.39**
(a) Total world demand	**91.25**	**97.19**	**99.65**	**101.29**	**101.74**	**102.20**	**103.37**	**102.16**
Y-o-y change	**–9.08**	**5.94**	**2.46**	**1.63**	**3.24**	**2.76**	**2.37**	**2.50**

Note
Totals may not add up due to independent rounding.

Source
OPEC.

A more detailed description including historical data of the crude oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website, http://www.bp.com, and the International Energy Outlook published by the Energy Information Administration, http://www.eia.gov. OPEC's 2023

Annual Report is available at https://www.opec.org/opec_web/static_files_project/media/downloads/AR%202023.pdf.

Brent Crude

Brent Crude is one of the varieties of crude oil and is sourced in the North Sea. Brent Crude production has been in decline since 1999, and in order to avoid pricing distortions regarding quality and quantity of production for the benchmark, energy consultant Platts began to combine Brent Crude with other varieties of crude oil. The Brent Crude oil benchmark is currently a blend of Brent Crude, Forties, Ecofisk, and Oseberg (BFOE) varieties of crude oil that are produced in the North Sea.

B. Futures markets

Futures contracts are typically traded on organised exchanges in a wide variety of physical commodities (including petroleum products, metals, and grains) and financial instruments (such as stocks, bonds, and currencies). They are traded in two ways: either in an open outcry environment or through an electronic trading platform.

Futures contracts have standardised terms that are determined by the exchange, rather than by market participants. Standardised terms include: the amount of the commodity to be delivered (the contract size), delivery months, the last trading day, the delivery location or locations, and acceptable qualities or grades of the commodity. This standardisation enhances liquidity, by making it possible for large numbers of market participants to trade the same instrument. Most futures contracts (by volume) are liquidated prior to expiry to avoid physical delivery. The purpose of the physical delivery provision is to ensure convergence between the futures price and the cash market price (however some futures are only cash settled).

Futures trades that are made on an exchange are cleared through a clearing organisation (clearing house), which acts as the buyer to all sellers and the seller to all buyers. When an investor buys or sells a futures contract, they are technically buying from, or selling to, the clearing organisation rather than the party with whom they executed the transaction on the trading floor or through an electronic trading platform.

Futures traders are not required to put up the entire value of a contract. Rather, they are required to post a margin that is typically between 2 per cent. and 10 per cent. of the total value of the contract. Thereafter, the position is “marked to the market” daily. If the futures position loses value, the amount of money in the margin account will decline accordingly. If the amount of money in the margin account falls below the specified maintenance margin, the futures trader will be required to post additional margin to bring the account up the initial margin level. On the other hand, if the futures position is profitable, the profits will be added to the margin account. Because only a margin is required, this is known as an un-collateralised position. Indices which are calculated by reference to such uncollateralised positions are called “excess return indices”. If 100 per cent. margin is deposited (earning interest), then this is known as a fully collateralised position and the return is known as a Total Return.

Oil futures

Oil futures have increased in importance over the past decades with total ICE Futures Market and NYMEX futures volumes almost increasing three-fold in the last ten years. Futures trading is important to many physical commodities because they help set international commodity prices (price discovery) and they help to reconcile supply and demand.

Trade in Brent futures contracts (for pipeline-delivered Brent Blend supplied at the Sullom Voe terminal in the North Sea) was launched on the International Petroleum Exchange (now the ICE Futures Market) in London in June 1988. The ICE Futures Brent oil futures contract is believed to be used to price over 65 per cent. of the world’s traded physical crude oil.

The Commodity Securities are indirectly backed by Daily Dated Futures. Daily Dated Futures are cash settled futures which are traded in daily contracts. While the Issuer will not directly hold Daily Dated Futures, it will enter into Swap Contracts with an Exposure Provider under the terms of a Master Swap Agreement pursuant to which the Exposure Provider will pay the total return on the relevant Daily Dated Futures to the Issuer on termination.

Backwardation and Contango in Futures Markets

An investor seeking to maintain a position in commodity futures needs to replace or "roll" over contracts prior to their expiry with contracts with a later delivery date and usually a different price. If, for example, delivery dates are monthly and an investor wishes to invest in the nearest dated contract, then the investor will need to enter into monthly transactions to sell the nearest contract and purchase the next nearest contract with the resulting proceeds in order to maintain an investment in the futures market. This process is known as "rolling" along the futures curve. If the market is in backwardation, then the notional value of near contracts sold will equal the notional value of a larger number of next nearest contracts and if the market is in contango then the notional value of near contracts sold will equal the notional value of a smaller number of next nearest contracts.

Rolling of itself does not change the value of Commodity Securities. However, a change in the value of Commodity Securities will occur when the price of the contract rolled into increases or decreases relative to the price of the contract rolled out of, and this can occur without any change to the level or the shape of the forward curve. For example, if the market was in backwardation and the curve remained unchanged, over time the further dated contracts would become nearer dated contracts and in doing so their price would rise in accordance with the shape of the price curve.

For information on the operation of backwardation and/or contango, see "*Risk Factors - Risks Relating to the Market Price of Commodity Securities – Backwardation and Contango*".

C. Exchanges

The Daily Dated Futures traded by Exposure Providers will be executed on regulated Exchanges. Exchanges are also known as Central Counterparties (**CCPs**). CCPs interpose themselves between counterparties to contracts traded, becoming the buyer to every seller and the seller to every buyer. Trading Daily Dated Futures on centralised exchanges reduces counterparty risk.

ICE Futures Europe

ICE Futures Europe is home to futures and options contracts for crude oil, interest rates, equity derivatives, natural gas, power, coal, emissions and soft commodities. Membership criteria and a full list of members are available at https://www.ice.com/futures-europe/membership.

CME (Chicago Mercantile Exchange)

CME is the largest futures exchange in the United States, and also owns and operates the largest futures clearing house in the world. CME products fall into five major areas: interest rates, equities, foreign exchange, agricultural commodities and alternative investments. Two forums are available for trading CME products: the long-standing open outcry trading floors and an electronic trading platform. The CME Clearing House guarantees, clears and settles every contract traded through the CME. In 2007, the CME merged with the Chicago Board of Trade (''**CBOT**"), becoming the world's largest financial exchange market.

SECTION 5– TYPES OF COMMODITY SECURITIES

The types of Commodity Security available for issue and corresponding LSE Codes are set out below:

Commodity Securities	LSE Code
Onyx Spot Crude Oil	OIL

SECTION 6 – DESCRIPTION OF THE COMMODITY SECURITIES

The following is a description of the rights attaching to Commodity Securities. The legally binding Conditions of Commodity Securities are set out in Section 14 – Terms and Conditions of the Commodity Securities and the Trust Deed. Copies of the Trust Deed, by which Commodity Securities are constituted, are available for inspection as set out in Section 19 – Additional Information – Documents Available for Inspection.

Introduction

A Commodity Security is an undated secured limited recourse debt obligation of the Issuer, which entitles a Securityholder (provided it is an Authorised Participant) to require the redemption of the Commodity Security at the Price of that Commodity Security calculated on the relevant Pricing Day (day T) and to receive such amount in US Dollars on the relevant business day. A Securityholder, who is not an Authorised Participant, may only require the redemption of a Commodity Security if on any given Trading Day there is no Authorised Participant, and the Securityholder submits a valid Redemption Form on that Trading Day.

At the date of this Prospectus, one class of Commodity Securities is being issued under this Programme — Onyx Spot Crude Oil Securities, which are priced by reference to Daily Dated Brent Futures.

Commodity Securities confer no right to receive or obligation to deliver physical commodities but are financial instruments designed to enable investors to gain exposure to a ‘‘total return’’ from changes in the price of individual commodity futures contracts without needing to trade in futures contracts, and to buy and sell that interest through the trading of a security in the secondary markets. Commodity Securities are intended to give investors a return similar to the returns which could be achieved from a fully paid/collateralised investment in futures contracts, including exposure to backwardation and/or contango (each as described in more detail in “*Risk Factors - Risks Relating to the Market Price of Commodity Securities – Backwardation and Contango*”)) in the futures market, a collateral yield and transparent pricing. However, unlike managing a futures position, Commodity Securities involve no margin calls, and no brokerage or other fees are incurred when rolling from one contract to the next.

Pricing of Commodity Securities

The Price for each Class of Commodity Security, for each Pricing Day for that Class, will be calculated in the Relevant Currency as described in more detail in *Section 11 – Determining the Value of an Investment in Commodity Securities*.

The pricing of all Commodity Securities will be derived from the daily performance of the corresponding portfolio of Daily Dated Futures which will be provided to the Calculation Agent by the Exposure Provider (the **Portfolio Value)**) which shall comprise trade data for the (including those traded in order to hedge investor activities for the Pricing Day, those traded as part of the weekly roll and those held in the portfolio for prior hedging purposes).. The Onyx Spot Crude Oil Securities are priced by reference to Portfolio Value of OCL’s Daily Dated Brent Futures portfolio.

Commodity Securities will usually be priced on each day on which there is trading in the relevant Daily Dated Futures on the relevant Exchange and the Price of each Class of Commodity Securities is calculated on a daily basis using the applicable Portfolio Value, the net asset value of the class of securities on the previous Pricing Day (determined by taking the end of day settlement price for the average of the week of the relevant Daily Dated Futures provided by the Valuation Agent (the **Settlement Price**) and making appropriate adjustments to take account of the Portfolio Value on that day) (the **NAV**) and the fees applicable for that class on that day (by operation of what is known as the Daily Adjustment).

In certain circumstances the Calculation Agent may under the Calculation Agency Agreement declare a day to be a Market Disruption Day for one or more Daily Dated Futures, whereupon the mechanism described in Condition 5.4 (*Market Disruption Day*) will operate with respect to the pricing of the Commodity Securities which use such Daily Dated Futures to determine their Price.

Rolling

The Settlement Price in respect of each Daily Dated Future is calculated by the Valuation Agent on each Trading Day using the applicable Settlement Price of the relevant Daily Dated Future. Daily Dated Futures are cash settled futures and are traded in daily contracts (D0, D1, D2, etc where D0 = the current day). These can be placed into weeks (W0, W1, W2, etc where W0 = the current week) and each week is the average of the Daily Dated Futures for each Pricing Day.

To ensure continuous exposure, the relevant Exposure Provider will hold a full week of Daily Dated Futures (e.g. 5 Daily Dated Futures, one for each business day of the week) two weeks forward from the current week (W2) and shifts to the following week (W3) during the Roll Period. The "**Roll Period**" is used in this methodology to refer to the second and third Trading Days of the week, during which time the value of Settlement Price is gradually shifted from the utilisation of W2 Daily Dated Futures to the utilisation of W3 Daily Dated Futures, at a rate of 50% per Trading Day.

Rolling methodology

The manner in which Settlement Price is calculated on a given Trading Day depends on which of three periods during the month in which this day falls:

1 The period prior to the Roll Period:

On Trading Day 1 of the week, Settlement Price is calculated as follows:

Settlement Price = W2 Daily Dated Future Settlement Prices (where W2 = all the relevant Daily Dated Future Settlement Prices falling within the second week from today)

*On Trading Day 1 of the month, prior week W3 becomes W2.

2 During the Roll Period:

On each day of the Roll Period, the dependence of the Settlement Price is shifted, at the rate of 50% per day, from W2 to W3. On Trading Day 2 of the week, the Settlement Price is calculated as follows:

Settlement Price = W2 Daily Dated Future Settlement Price * 0.50 + W3 Daily Dated Future Settlement Prices * 0.50

On Trading Day 3 of the week, the Settlement Price is calculated as follows: SCO = W2 Daily Dated Future Settlement Prices * 0.00 + W3 Daily Dated Future Settlement Prices * 1.00

3 After the Roll Period:

On Trading Days 4 and 5 of the week, the Settlement Price is calculated as follows:

Settlement Price = W3 Daily Dated Future Settlement Prices (where W3 = all the relevant Daily Dated Future Settlement Prices falling within the third week from today)

An illustrative example is shown below, where W0 = the current week (e.g. on 5th December 2024, W0 = 2-6 December 2024, W1 = 9-13 December 2024, W2 = 16- 20 December 2024, W3 = 23-27 December 2024).

Trading Day of the Week	W0	W1	W2	W3	W4	Sum
Trading Day 1	0%	0%	100%	0%	0%	100%

Trading Day 2	0%	0%	50%	50%	0%	100%
Trading Day 3	0%	0%	0%	100%	0%	100%
Trading Day 4	0%	0%	0%	100%	0%	100%
Trading Day 5	0%	0%	0%	100%	0%	100%

Publication of Pricing Information

Prices will be calculated for each Commodity Security following the end of each day which is a Pricing Day for that Commodity Security. Prices will be calculated for each Commodity Security in respect of which a Market Disruption Day has been declared following the end of each day which is a Market Disruption Day for that Commodity Security. The Calculation Agent's calculations of such Prices will be posted on the following website https://onyxcapitalgroup.com/investors-and-asset-managers

The Settlement Prices will be those calculated and published for that Pricing Day by the Valuation Agent. The Settlement Prices are currently published to three places of decimals.

Authorised Participants

Only Authorised Participants may request the Issuer to create or redeem Commodity Securities, save where, as noted elsewhere in this Prospectus, on the date on which a Redemption Form is lodged there are no Authorised Participants or the Issuer has announced that redemptions by Securityholders will be permitted and the Securityholder submits a notice of redemption in the form prescribed for such circumstances by the Issuer. A person can only be an Authorised Participant if it is: (a) a securities house or other market professional approved by the Issuer (in its absolute discretion); and (b) an Authorised Person, an Exempt Person or an Overseas Person. An Authorised Participant must also have entered into: (a) an Authorised Participant Agreement with the Issuer dealing with, amongst other things, the rights and obligations of the Authorised Participant in relation to applying for and redeeming Commodity Securities and (b) a Direct Agreement with an Exposure Provider, under which, amongst other things, the Authorised Participant and the Exposure Provider provide undertakings to each other regarding the settlement of moneys payable for applications and redemptions.

An Authorised Participant Agreement has been entered into with Onyx Capital Advisory Limited (OCAL) and Onyx Commodities Limited (OCL), the terms of which are summarised in *Section 9 – Description of the Programme Documents*.

Under the Master Swap Agreements, the Exposure Providers have the right to give notice (with immediate effect) that an Authorised Participant has ceased to be acceptable to it in certain circumstances, including if it deems such person to be unacceptable to it as an Authorised Participant for credit, compliance, general business policy or reputational reasons. As a result of any exercises of such right there could at any time be no Authorised Participants.

The Issuer will use its reasonable endeavours to ensure that at all times for the duration of the Programme there is at least one Authorised Participant. In the event that at any time there are no Authorised Participants, Securityholders will be permitted to redeem Commodity Securities respectively held by them directly from the Issuer. Securityholders will be informed in accordance with Condition 19 (*Notices*) if there are at any time no Authorised Participants and consequently that they may redeem directly with the Issuer.

Applications and Redemptions

All applications for the issuance of and redemptions of Commodity Securities, and the matching entry into and termination of Swap Contracts, may be effected using the pricing formulae described below ("**Settlement Pricing**") which is calculated using end of day settlement pricing for the various Swap Contracts.

However, to enable Authorised Participants and Exposure Providers to have the flexibility to agree, between themselves, intra-day or other pricing for Commodity Securities ("**Agreed Pricing**") and hence for matching Swap Contracts, issues and redemptions may be effected at any price and in any amount agreed between an Authorised Participant and an Exposure Provider and notified to the Issuer. The rights of all other security holders to receive Settlement Pricing for a redemption of their Commodity Securities will not be impacted by any Agreed Pricing.

The application and redemption procedures to be followed by Authorised Participants, the Issuer and the Exposure Providers are set out in the Authorised Participant Agreements and the Master Swap Agreement and are summarised below. These procedures may be amended at any time by agreement between the relevant parties.

Application Process

Commodity Securities may be issued on the Application of an Authorised Participant during the period of 12 months from the date of this Prospectus. There is no minimum number of Commodity Securities that must be applied for (but, in respect of the OCL Master Swap Agreement, there is a Minimum Creation Amount for entry into a Swap Contract on any Pricing Day, and if that Minimum Creation Amount is not achieved through applications for corresponding Commodity Securities by all Authorised Participants, the Exposure Provider may elect that no Swap Contract of that class or category will be entered into, in which case no Commodity Securities of that class or category will be issued) save that the notional amount of each Initial Series to be listed and admitted to trading on Euronext Dublin shall be at least equal to €200,000 (or its equivalent in US Dollars). The Issuer will decline Applications if it cannot for any reason create corresponding Swap Contracts under a Master Swap Agreement.

The Minimum Creation Amount for the creation of Swap Contracts in relation to the issue of Commodity Securities is $10,000 per class of Commodity Securities (the **Minimum Creation Amount**).

An Authorised Participant may subscribe for Commodity Securities using Settlement Pricing or, if agreed with an Exposure Provider using Agreed Pricing. In either case, Commodity Securities will only be issued if a corresponding Swap Contract can be entered into by the Issuer for the same amount.

Application Moneys for all Commodity Securities must be paid by the Applicant directly to the relevant Exposure Provider by the Authorised Participant making the Application, via the Relevant Clearing System. Legal title to Commodity Securities will be transferred by means of the Relevant Clearing System and evidenced by an entry on the Register.

Settlement of Commodity Securities on issue will only be made against payment in the Relevant Clearing System and only after:

(a) receipt by the Issuer of a valid Application Form;

(b) the creation of a matching Swap Contract; and

(c) listing in respect of such Commodity Securities having become effective.

If an Applicant does not make payment for the full amount of the Commodity Securities to be issued on the due date for payment or the following Business Day, the Issuer may elect by notice to the Applicant to cancel the Application. Alternatively, the Issuer may elect to enforce against the relevant Applicant the obligation of that Applicant to pay for the Commodity Securities applied for.

The procedure to be followed when making an Application depends on whether Agreed Pricing or Settlement Pricing is being used.

Agreed Pricing

There are no restrictions on the number of Commodity Securities that can be applied for, the time for lodging the Application or the settlement date, other than the requirement for the Issuer to receive the requisite signed documents from both the Authorised Participant and the relevant Exposure Provider not later than two Business Days prior to the proposed settlement date.

Settlement Pricing

The following procedures apply when Settlement Pricing is used in an Application:

(a) an Application for Commodity Securities using Settlement Pricing may only be made on a Trading Day (a day which is a Trading Day on all of the Exchanges);

(b) a Price will be determined for each class relevant to a valid Application on the day of Application if it is a Pricing Day for that Class; if it is not a Pricing Day (because it is a Market Disruption Day for the relevant Daily Dated Futures), then the Price will be determined on the next Pricing Day for that Class;

(c) an Application received by the Issuer after 8.00 a.m. and before 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a Trading Day which is not a Pricing Day will be valid, but day T will not occur until a Price has been determined and accordingly the Authorised Participant will be registered as the Securityholder in respect of the relevant Commodity Securities, the Business Day after a Price has been determined (that is, on a T+1 basis), provided that such day is a Business Day, and if not then on the next following Business Day;

(d) an Application received by the Issuer after 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) but before 6.30 p.m on a Trading Day will be valid, but will be treated as having been received at 8.00 a.m. on the next following Trading Day (unless the relevant Exposure Provider agrees otherwise, in which case it will be treated as having been received prior to Notice Deadline on that Trading Day);

(e) an Application received by the Issuer prior to 8.00 a.m. or after 6.30 p.m. on a Trading Day, or on a day which is not a Trading Day, will only be valid if the relevant Exposure Provider confirms to the Issuer that a corresponding Swap Contract will be entered into notwithstanding the time of submission of the Application;

(f) upon receipt and confirmation of a valid Application, the Issuer will send a Creation Notice to the relevant Exposure Provider requesting entry into a corresponding Swap Contract, and will confirm its receipt of such Creation Notice; and

(g) following publication of the relevant Settlement Prices, the Issuer will calculate the Price of all Commodity Securities to be issued to each Applicant and will confirm such Price with each Applicant and the relevant Exposure Provider by 12p.m. on the following Business Day.

Under each Master Swap Agreement, the relevant Exposure Provider is obliged to enter in a Swap Contract on any Pricing Day for Commodity Securities corresponding to that Swap Contract, provided that the applicable Creation Notice is lodged with the relevant Exposure Provider by 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a Trading Day.

Redemption Process

A Securityholder, who is an Authorised Participant, may require the redemption of all or any of its Commodity Securities using Settlement Pricing or, if agreed with an Exposure Provider, Agreed Pricing.

A Securityholder, who is not an Authorised Participant, may only require the redemption of any of its Commodity Securities using Settlement Pricing and only if (i) on a Trading Day there are no Authorised Participants and the Securityholder submits a valid Redemption Form on such day or (ii) the Issuer has announced that redemptions by Securityholders will be permitted and the Security Holder submits a notice of redemption in the form prescribed for such circumstances by the Issuer. Payment on redemption to persons who are not Authorised Participants may be subject to their giving to the Issuer and the relevant Exposure Provider certain beneficial owner certifications to assess whether such payments should be subject to withholding or deduction for taxes.

Payment of the Redemption Amount will be made by the relevant Exposure Provider, in respect of the termination (or partial termination (as applicable)) of the corresponding Swap Contract, directly to the relevant Authorised Participant redeeming the Commodity Securities, via the Relevant Clearing System.

The procedures required to be followed when lodging a Redemption Form are the same as for making an Application, other than for the following procedures used for Settlement Pricing:

(a) if a valid Redemption Form requesting Settlement Pricing is lodged with the Issuer after 8.00 a.m. and before 2.30 p.m. on a Trading Day, and that day is a Pricing Day for each class which is a component of the Commodity Securities which are the subject of the Redemption Form, the applicable Redemption Payment Date (on which the redemption will be settled) will be two Business Days following that Pricing Day, or such later date (being a Business Day, or if such date is not a Business Day, the immediately following Business Day) as is specified in the Redemption Form; and

(b) when Commodity Securities are to be redeemed, the Issuer will terminate (or partially terminate, as applicable) the corresponding Swap Contracts, subject to the Issuer's discretion to elect to satisfy Redemption Forms by transfer of the appropriate number of Commodity Securities to one or more Applicants from Securityholders seeking redemption.

Further details of the procedure relating to Redemptions are set out in Condition 7 (*Redemption*).

If a Counterparty Event of Default is subsisting, then Securityholders who are not Authorised Participants will not have a right to redeem, however the Trustee may, at its discretion and shall if so, directed in writing by Securityholders holding not less than 25 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of the effected Commodity Securities then outstanding or pursuant to an Extraordinary Resolution passed at a duly called meeting of the Securityholders holding effected Commodity Securities (as a single class), the Trustee having first been indemnified to its satisfaction, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Deed. any action so taken by the Trustee shall relate only to the right of the Securityholders of the effected Classes of Commodity Securities. If directed to do so by the Trustee, the Security Trustee shall enforce the Security constituted by the Security Deeds.

Creation Limits and Redemption Limit

Exposure Providers may set daily and/or total limits on the entry into and termination of Swap Contracts.

At the date of this Prospectus, OCL is the only Exposure Provider appointed by the Issuer. Unless otherwise agreed by OCL, a Swap Contract may not be entered into under the OCL Master Swap Agreement to the extent that the price of that Swap Contract or the sum of the price of all Swap Contracts to be entered into on that day would exceed $10,000,000 (US Dollars 10,000,000).

The Redemption Limit is a daily limit. Unless otherwise agreed by OCL, the termination of Swap Contracts (in whole or in part) under the OCL Master Swap Agreement shall not be permitted to the extent that the sum of the price of the Swap Contracts to be terminated in connection with a Redemption on that day would exceed $10,000,000 (US Dollars 10,000,000).

For the purposes of the Creation and Redemption Limits, Application Forms and Redemption Forms are dealt with in strict time priority by reference to the date and time of their receipt.

The Creation Limits and Redemption Limit in the OCL Master Swap Agreement may be amended by written agreement of the Issuer and OCL. If they are amended, the Issuer shall give notice to the Securityholders in accordance with Condition 19 (*Notices*).

Compulsory Redemptions

There are circumstances in which Commodity Securities can be compulsorily redeemed by the Issuer, either in whole or in part, as set out fully in the Conditions.

Termination

The Issuer may, at any time, designate a Compulsory Redemption Date upon not less than 30 days' notice (or seven days' notice in the event of termination of a Master Swap Agreement or termination of an Master Swap Agreement as it applies to a class or classes of Swap Contract(s)), to the Securityholders in accordance with Condition 19 (*Notices*) of its intention to redeem all Commodity Securities or all of a particular Class of Commodity Securities.

Counterparty Event of Default

The Trustee may, at any time, and shall if so directed by Securityholders, where a Counterparty Event of Default has occurred and is continuing, upon 20 Business Days' notice (or seven days' notice in the event that a Master Swap Agreement is terminated by reason of a Counterparty Event of Default) to the Issuer, give notice to the Issuer that the Commodity Securities of the corresponding Class or Classes are required to be Redeemed and nominating a Business Day falling not less than 20 Business Days (or seven days' notice in the event that a Master Swap Agreement is terminated by reason of a Counterparty Event of Default) from the giving of such notice to be a Compulsory Redemption Date, whereupon (subject to Condition 8.3) the Issuer shall be obliged to Redeem the Commodity Securities of the corresponding Class or Classes on such date at the Redemption Amount.

Issuer Insolvency Event

The Trustee may, at any time, and shall if so directed by Securityholders, where an Issuer Insolvency Event has occurred and is continuing, give notice to the Issuer that the Commodity Securities are required to be Redeemed and nominating a Business Day falling not less two Business Days' from the giving of such notice to be a Compulsory Redemption Date, whereupon the Issuer shall be obliged to Redeem the Commodity Securities on such date at the Redemption Amount.

Intra-Day Pricing Event

If an Intra-day Pricing Event has occurred, the Commodity Securities corresponding to the effected Swap Contracts will automatically be subject to compulsory redemption on that day and, subject to Condition 8 (*Compulsory Redemption*), Securityholders in respect of Commodity Securities will receive a sum calculated in accordance with Condition 5.2 (*Calculation of the Price*) as if a Compulsory Redemption Date had been notified in respect of such Commodity Securities and on the basis that the Price of such Commodity Securities shall be zero.

Application Fees and Redemption Fees

Application Fees and Redemption Fees will only be payable on the issue and redemption of Commodity Securities and not by investors who buy and sell Commodity Securities on the secondary market, including Euronext Dublin.

The Issuer will charge Authorised Participants an Application Fee of up to 30 basis points (0.30%) of the Creation Amount (or such other amount as may be accepted by the Issuer, either generally or on any particular occasion) for each Application, regardless of the number of Commodity Securities being issued.

The Issuer will also charge Authorised Participants a Redemption Fee of up to 30 basis points (0.30%) of the Redemption Amount (or such other amount as may be agreed by the Issuer and that Authorised Participant at the time of the Redemption) for each Redemption Form, regardless of the number of Commodity Securities being redeemed. In the event of a compulsory redemption or a Securityholder who is not an Authorised Participant submitting a Redemption Form in circumstances where there is no Authorised Participant, as described above, the Issuer will charge a Redemption Fee of an amount equal to the Issuer's cost in satisfying such Redemption Form, including costs of enquiries under Conditions 16.5 (*Prohibition on U.S. Persons*) and 16.6 (*ERISA Prohibition*) and of giving the Redemption Form (but not exceeding $3,000).

The Issuer may set off any amount payable to the Issuer in accordance with this Condition 10 (*Redemption Fee*) by the holder of Commodity Securities in respect of the Redemption Fee against the Redemption Amount payable by the Issuer to such holder.

No additional amounts will be charged by the Issuer to an Applicant or a Securityholder in respect of VAT payable in connection with Application Fees or Redemption Fees.

The Issuer may vary the Application Fees and Redemption Fees at any time after giving 30 days' written notice to Authorised Participants and through a RIS.

Security

The Issuer's obligations in respect of a Class of Commodity Securities are secured by the Security created by the Security Deed. The Security created by the Security Deed in respect of the Commodity Securities is granted to the Security Trustee as continuing security for the payment of the relevant Secured Liabilities (as such term is described in the Security Deed). Pursuant to the Security Deed (which is governed by the laws of Ireland), the obligations of the Issuer relating to each Class of Commodity Securities shall be secured in favour of the Security Trustee acting for and on behalf of the Securityholders and the other Secured Parties, by:

(a) an assignment by way of security of all of the Issuer's rights, title, interest and benefit present and future in, to and under the Programme Documents insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights and the Issuer Transaction Accounts, insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights ";

(b) (to the extent not validly and effectively assigned pursuant to the Security Assignment) first fixed charge for the benefit of the Secured Parties all the Issuer's rights, title and interest, present and future, in and to the Programme Documents insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights and the Issuer Transaction Accounts, insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights (the **Fixed Charge**); and

(c) (to the extent not validly and effectively assigned pursuant to the Security Assignment or charged by way of the Fixed Charge) first floating charge to the Security Trustee for the benefit of the Secured Parties all the Issuer's rights, title and interest, present and future, in and to the Programme Documents insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights and the Issuer Transaction Accounts, insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights, such charge to take effect by way of first floating security.

SECTION 7– DESCRIPTION OF THE ISSUER

No Programme Party aside from the Issuer has verified the accuracy of the information contained in this section. Prospective investors in Commodity Securities should conduct their own due diligence on the Issuer.

General Information about the Issuer

The Issuer, Onyx ETC Securities Public Limited Company, was duly incorporated in Ireland on 30 August 2024 as a public limited company under Irish law with registration number 770799. The Issuer has been incorporated for an indefinite period. The Issuer has, since the date of its incorporation, operated in conformity with its constitution. The principal legislation in respect of the governance of the Issuer is the Irish Companies Act 2014. The Issuer is a special purpose company which was established for the purpose of issuing asset-backed securities, and in respect of this Base Prospectus, Commodity Securities backed by Swap Contracts entered into with an Exposure Provider under the terms of a Master Swap Agreement and entering into agreements relating to the Commodity Securities.

The registered office of the Issuer is 4th Floor, 35 Shelbourne Road, Ballsbridge, Dublin 4, Ireland. The telephone number of the Issuer is (01) 619 2300.

The LEI code of the Issuer is 635400OVJAPZ35IGOC53.

The Issuer has obtained all necessary consents, approvals and authorisations in connection with the establishment of the Programme. The establishment of the Programme was authorised by a resolution of the board of the Issuer passed on 16 January 2025.

Shareholders and Share Capital

The shares in the Issuer are all held by Waystone Corporate Services (IE) Limited, a company incorporated in Ireland, and the ownership in the shares is subject to an open trust.

No other party to the Programme owns or controls the Issuer and the Issuer does not have any subsidiary undertakings.

As at the Prospectus Date, the authorised share capital of the Issuer is €25,000 divided into 25,000 ordinary shares of €1 each, all of which are fully paid up and are held by Waystone Corporate Services (IE) Limited on trust for charitable purposes.

Operations of the Issuer

The Issuer has been incorporated on 30 August 2024. The end of the Issuer's financial year is 31 December and the annual audited accounts will be published each year by 30 April. Commencing from the date of this Base Prospectus, half-yearly unaudited accounts for periods ending 30 June will be published annually by the 30 September. As of the date of this Base Prospectus, only the Onyx Dated Daily Brent Securities are issued under this programme.

The Issuer has no prior operating history or revenues upon which may be used to evaluate its likely performance and the performance of the Commodity Securities.

The Issuer has not been assigned a credit rating and it is not intended that any Commodity Securities will be assigned credit ratings.

The business of the Issuer is limited to the performance of its obligations under any Commodity Securities issued under the Programme, as detailed in clause 8.22.1(a) of the Master Trust Deed.

Other than the subscription monies received in respect of the issued share capital (to the extent not applied in discharge of certain establishment expenses of the Issuer), the Issuer has, and will have, no assets other than a small amount of profit received by the Issuer in connection with the issue of each Class of Commodity Securities.

The Commodity Securities are obligations of the Issuer alone and are not guaranteed in any way by any other party.

Directors

The Directors of the Issuer (as at the Prospectus Date) are described below:

Matthew Henry Tracey

Matthew Tracey is a Director within the Corporate Services Finance division of Waystone in Dublin and brings with him a solid background in client relationship management, overseeing deal documentation and the operational flows of numerous corporate services transactions. Matthew also serves as an independent director on Section 110 vehicles and trading companies.

Prior to joining Waystone, Matthew spent three years as a Senior Associate with Bank of New York Mellon Corporate Trust department. In this client-facing role, he was responsible for all aspects of transactions executed from the Dublin office, including the management of portfolios of structured finance products including CLOs, CDOs, ABS/MBS, repos, asset finance, commercial paper, structured notes and SPVs.

Matthew works with a wide array of products from equities and bonds to more complex instruments; listed and OTC derivatives, structured products and real assets. His experience and understanding of complex products are key to his role at Waystone.

Matthew holds a Master's degree in Finance from UCD Michael Smurfit Business School and a Bachelor's degree in Finance from University College Cork.

Ross Dunne

Ross Dunne is an experienced finance professional with almost 15 years of experience in aviation finance. At Waystone, Ross acts as director on the board of a number of client companies specialising in the area of aviation and structured finance clients.

Prior to joining Waystone, Ross held a number of roles at AerCap, gaining experience and expertise in financial and management reporting, structured finance, SPV reporting and central bank compliance. During the latter part of his tenure with AerCap, Ross held the role of Director, Technical Finance and Analysis, working within an FP&A role, as part of a team that collaborated closely with both the Technical and Finance departments. The team had responsibility for the accounting and forecasting of revenue, expense and cashflows arising from the maintenance activity of its aircraft and engines. During this time, Ross assisted with the valuation of the aircraft in the due diligence process of the $35bn acquisition of its nearest competitor, GECAS (GE Capital Aviation Services) in 2021.

Ross is a Chartered Accountant, having completed his training with PwC in Limerick. In addition, Ross holds a Bachelor's degree in Accounting and a Master's degree in Business in Accounting, both from Waterford Institute of Technology.

Legal and Arbitration Proceedings

The Issuer has not been subject to any governmental, legal or arbitration proceedings (or any such proceedings which are pending or threatened of which the Issuer is aware) since the date of its incorporation, which may have, or have had in the recent past, significant effects on the issuer's financial position.

Financial Information

As at the date of this Base Prospectus, no financial statements have been produced on the basis that the Issuer was incorporated on 30 August 2024.

The Issuer shall prepare its financial statements in accordance with the International Financial Reporting Standards. The Issuer will publish half-yearly financial statements for the period to 30 June and yearly financial statements to 31 December for each financial year. Commencing from the date of this Base Prospectus, the Issuer will publish its unaudited half-yearly financial statements by 30 September in each year. The Issuer will publish its audited yearly financial statements by 30 April in each year.

The Issuer has not commenced operations since the date of incorporation or establishment and no financial statements have been drawn up as at the date of this Base Prospectus. The Issuer has not engaged and will not engage in any material activities other than those incidental to its incorporation under the Companies Act 2014 (as amended), authorisation and issue of the Commodity Securities, the matters referred to or contemplated in this document and the authorisation, execution, delivery and performance of the other documents referred to in this document to which it is a party and matters which are incidental or ancillary to the foregoing.

The auditor of the Issuer is Grant Thornton with an address at 13-18 City Quay, Dublin 2, D02 ED70, Ireland , being a member of Chartered Accountants Ireland.

The Issuer is a "*public-interest entity the business of which is to act as issuer of asset-backed securities*" (as such term is used in Directive 2006/43/EC of the European Parliament and of the Council (the **Accounts Directive**). As noted in "*Operations of the Issuer*" above, the business of the Issuer consists of (i) the issue of Commodity Securities and related activity relevant to its obligations towards making payments in respect of the Commodity Securities. The Issuer is not therefore an operating business and, in accordance with Article 41.6(c) of the Accounts Directive, does not consider it appropriate to have either an audit committee or an administrative or supervisory body entrusted to carry out the functions of an audit committee.

Conflicts of Interest

Each of the Directors of the Issuer is an employee of the Corporate Services Provider and Matthew Tracey is also a director of the Corporate Services Provider.

While these roles could potentially lead to conflicts of interest, the Directors do not believe that, as at the Prospectus Date, there are any actual conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of the Issuer owe to the Issuer, and the private interest and/or other duties that such persons may have.

Material Contracts

As at the Prospectus Date, the Issuer has not entered into any material contracts that are not in the ordinary course of the Issuer's business.

SECTION 8– DESCRIPTION OF OTHER PROGRAMME PARTIES

Calculation Agent

The Issuer has appointed Waystone Corporate Services (IE) Limited as the Calculation Agent, pursuant to the terms of the Calculation Agency Agreement, to carry out certain calculation functions in relation to the Commodity Securities on behalf of the Issuer as more particularly set out in Condition 12.4 (*Calculations*). The registered office of the Calculation Agent is 4th Floor, 35 Shelbourne Rd, Ballsbridge, Dublin, D04 A4E0.

Administrator

The information set out in this section has been obtained from Onyx Commodities Limited (the **Administrator**). Such information has been accurately reproduced and, as far as the Issuer is aware and able to ascertain from information published by the Administrator, no facts have been omitted that would render the reproduced information inaccurate or misleading. Delivery of this Base Prospectus shall not create any implication that there has been no change in the affairs of the Administrator since the Prospectus Date, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

The Issuer and the Administrator have entered into an Administration Agreement in relation to the Programme pursuant to which the Administrator provides administration support services to the Issuer in relation to the Programme.

The Administrator is a private limited company incorporated under the laws of England and Wales (registration number 03948550). Its duties include the provision of certain administration services, including arrangement and marketing services.

The registered office of the Administrator is 95 Cromwell Road, Second Floor, London, SW7 4DL, United Kingdom. The Administrator is a subsidiary of the Onyx Capital Group Limitedand is regulated by the Financial Conduct Authority (FRN: 778117). The Administrator has no influence, control, voting rights or otherwise in relation to the Issuer.

Corporate Services Provider

Waystone Corporate Services (IE) Limited is the Corporate Services Provider (the **Corporate Services Provider**) for the Issuer. The business address of the Corporate Services Provider is 4th Floor, 35 Shelbourne Rd, Ballsbridge, Dublin, D04 A4E0. It was incorporated on 27 November 2009 and is licensed by the Department of Justice as Trust or Company Services Provider.

Waystone Corporate Services (IE) Limited also acts as the company secretary of the Issuer.

The Corporate Services Provider's duties include the provision of directorships and shareholder services, accounting and reporting, regulatory and tax compliance, certain transaction management services and certain operational functions on behalf of the Issuer with respect, in particular, to the settlement process on an Application for, or Redemption of, Commodity Securities.

Exposure Providers

The Commodity Securities are secured on assets which constitute obligations of five or fewer obligors. The Issuer is, therefore, required under the Prospectus Checklists to include in this Prospectus certain information relating to the Exposure Provider that the Issuer is aware of or is able to ascertain from information published by the Exposure Provider. Such information relating to the Exposure Provider as is required by Annex 19 of the EU Prospectus Regulation is contained in this Section 8 – Description of other Programme Parties.

The information on the Exposure Provider contained in this Prospectus is based upon information the Issuer has been made aware of and the Issuer confirms that such information has been accurately reproduced and that, as far as the Issuer is aware and is able to ascertain from information published by the Exposure Provider, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer has not made any independent verification of information contained in this Prospectus relating to the business and financial standing of the Exposure Provider.

The arrangements entered into by the Exposure Provider with the Issuer in relation to the Swap Contracts do not preclude or restrict the ability of the Exposure Provider from entering into any contracts or entering into any transactions with the Issuer, any Authorised Participant or any other person in the ordinary course of its business or otherwise.

At the date of this Prospectus, OCL is the only Exposure Provider appointed by the Issuer.

If any additional Exposure Provider is appointed by the Issuer after the date of this Prospectus, the Issuer will prepare a supplement to this Prospectus to reflect the appointment of such Exposure Provider(s) and to disclose such information relating to the Exposure Provider(s) as is required by Annex 19 of the EU Prospectus Regulation.

Onyx Commodities Limited

Onyx Commodities Limited is a private limited company, incorporated in England and Wales on 15 March 2000, (with company number 03948550) and is a wholly-owned subsidiary of Onyx Capital Group Services Limited which is itself a wholly-owned subsidiary of Onyx Capital Group Limited. It was originally incorporated under the name Oxford Street Estates Limited and having passed a special resolution in (i) November 2000, changed its name to Allday Financials Limited (ii) June 2016, changed its name to Onyx Commodities Limited, and (iii) January 2019, changed its name to Onyx Capital Trading Limited, before changing its name to Onyx Commodities Limited on 16 January 2019.

Onyx Commodities Limited's registered office is at 95 Cromwell Road, Second Floor, London, United Kingdom, SW7 4DL (Tel: +44 203 981 2790) and it has a paid up share capital of £1,710. It currently has no holdings or interest in any other companies.

Its LEI number is 213800MQS22LJB7AVB83.

The shareholders of Onyx Commodities Limited are:

Name	Address	Shareholding
Onyx Capital Group Services Limited	95 Cromwell Road, Second Floor, London, United Kingdom, SW7 4DL	100%

The officers of Onyx Commodities Limited are:

Name	Address	Function
Gregory James Newman	95 Cromwell Road, Second Floor, London, United Kingdom, SW7 4DL	Director
Omar Naveed Kayaam	95 Cromwell Road, Second Floor, London, United Kingdom, SW7 4DL	Director
George Lucas	95 Cromwell Road, Second Floor, London, United Kingdom, SW7 4DL	Secretary

Onyx Commodities Limited's principal activity is trading in cleared oil, gas power and metal derivatives. With a commitment to excellence, it consistently offers robust liquidity solutions across the oil complex, empowering participants in the market to navigate with confidence. Its cutting-edge technology, coupled with a deep understanding of market dynamics, positions it at the forefront of the oil industry, setting new standards for reliability and efficiency. Further information about Onyx Commodities Limited can be found on its website: https://www.onyxcapitalgroup.com/. Onyx Commodities Limited's website does not form part of the Base Prospectus, unless that information is incorporated by reference into the Base Prospectus, and such website (and the content of such website) has not been scrutinised or approved by the Central Bank.

Onyx Commodities Limited is authorised and regulated by the Financial Conduct Authority (FRN: 778117) and is a member of ICE Futures Europe.

There has been no significant change in the financial performance or financial position or material adverse change in the prospects of Onyx Commodities Limited since 30 June 2023 and no recent events that are to a material extent relevant to an evaluation of its solvency. There are no charges filed against it since May 2023.

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Onyx Commodities Limited is aware) which may have, or have had, during the 12 months preceding the date of this document, a significant effect on Onyx Commodities Limited's financial position or profitability. Onyx Commodities Limited has no subsidiaries.

Onyx Commodities Limited has not entered into contracts (not being contracts entered into in the ordinary course of its business) which could result in it being under an obligation or entitlement that is material to its ability to meet its obligations to the Issuer.

Conflicts of Interest

There are no potential conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of Onyx Commodities Limited owe to Onyx Commodities Limited, and their private interests and/or other duties which they have.

Financial Information on Onyx Commodities Limited

Basis of financial information

TC Group (Chartered Accountants & Statutory Auditor) has issued an unqualified audit opinion on the financial statements of Onyx Commodities Limited for the period ended 30 June 2023 which has been filed with registrar of companies. TC Group has it registered office at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ.

The annual reports of Onyx Commodities Limited for the years ended 30 June 2023 and 30 June 2022, including the financial statements of Onyx Commodities Limited and the reports of the statutory auditors thereon, are set out in Annex 3 (*Financial Information on Onyx Commodities Limited*) of this Prospectus. Onyx Commodities Limited's accounting reference period ending 30 June 2024 has been extended so as to end on 31 December 2024 and all subsequent periods will on the same day and month in future years.

The financial reporting framework that has been applied in the preparation of the audited financial statements of Onyx Commodities Limited is United Kingdom Accounting Standards, including FRS 102 The Financial Reporting Standard applicable in the UK and Ireland and the audit was conducted in accordance with International Standards on Auditing (UK) and applicable law.

Onyx Capital Group Limited

Following a group restructure in July 2022, Onyx Capital Group Limited assumed control of the Onyx group by the acquisition of 100% of the share capital of the company previously known as Onyx Capital Group Limited, thereby becoming the ultimate parent of the Issuer. The company previously known as Onyx Capital Group Limited subsequently changed its name to Onyx Capital Group Services Limited. The acquisition of the share capital of Onyx Capital Group Limited was achieved via share for share exchange. The overall ownership of the Onyx group did not change.

Onyx Capital Group Limited is a private limited company, incorporated in England and Wales on 14 July 2022 (with company number 03948550) (previous name Onyx Corporate Vehicle Ltd). Onyx Capital Group Limited is the parent company of a group of companies known collectively as the Onyx Capital Group. The principal activities of the companies in the Onyx Capital Group are trading in cleared oil, gas power and metal derivatives, market-making and providing services in relation to research and data, advisory and brokering service in relation to oil derivatives.

Onyx Capital Group Limited's registered office is at 95 Cromwell Road, Second Floor, London, United Kingdom, SW7 4DL (Tel: +44 203 981 2790).

The Onyx Capital Group financial statements have been prepared on a merger accounting basis. TC Group has issued an unqualified audit opinion on the financial statements of Onyx Capital Group for the period ended 30 June 2023 which has been filed with the registrar of companies.

The financial reporting framework that has been applied in the preparation of the audited financial statements of Onyx Commodities Limited is United Kingdom Accounting Standards, including FRS 102 The Financial Reporting Standard applicable in the UK and Ireland and the audit was conducted in accordance with International Standards on Auditing (UK) and applicable law.

SECTION 9– DESCRIPTION OF THE PROGRAMME DOCUMENTS

The following is a summary of the key provisions of the main Programme Documents:

(a) the Trust Deed;

(b) the Security Deeds;

(c) each Authorised Participant Agreement;

(d) the Administration Agreement;

(e) the Issuing and Paying Agency Agreement;

(f) the Calculation Agency Agreement;

(g) the Account Bank Agreement;

(h) the Master Swap Agreements and the Swap Contracts;

(i) the Security Agreements; and

(j) the Non-Margin Cash Declaration of Trust.

The summaries below are of certain provisions of the Programme Documents and do not purport to be complete and are subject to the detailed provisions of the relevant Programme Documents. Each of these documents (with the exception of the Authorised Participant Agreements and the Account Bank Agreement) is available in printed form for inspection by Securityholders and potential investors at the Registered Office of the Issuer at 4th Floor, 35 Shelbourne Road, Ballsbridge, Dublin 4, Ireland, during normal business hours on any Business Day in Dublin.

The summaries below are drafted in legal language, however, details on how each of the documents impacts on Securityholders is contained throughout this Base Prospectus including in *Section 1 – Overview of the Programme*.

A. Trust Deed

Each Class of Commodity Securities will be constituted by a master trust deed dated on or about the Programme Effective Date between the Issuer and the Trustee, as trustee for the holders of the Commodity Securities and the other persons specified therein (as amended, supplemented, novated and/or replaced from time to time, (the **Master Trust Deed**).

The Master Trust Deed may from time to time be supplemented and/or amended by a supplemental trust deed relating to that Class and made between, amongst others, the Issuer and the Trustee (as amended, supplemented, novated and/or replaced from time to time, a **Supplemental Trust Deed**). The Master Trust Deed and any Supplemental Trust Deed in respect each Class of Commodity Securities are referred to together as the **Trust Deed**.

Each Trust Deed sets out the obligations of the Issuer and the Trustee in respect of the relevant Class.

In respect of the Issuer, the Trust Deed sets out, amongst other things:

(a) the Issuer's covenants to pay and to deliver;

(b) provisions relating to the Issuer's duty to provide, prepare and display certain information;

(c) the extent to which the Issuer may delegate its obligations;

(d) the Issuer's duties with respect to its obligations under the Commodity Securities; and

(e) the Issuer's capacity only to do such things as are contemplated in the Trust Deed.

In respect of the Trustee, the Trust Deed sets out, amongst other things:

(a) the basis for the Trustee's remuneration;

(b) the indemnification of the Trustee in respect of its duties;

(c) that the Trustee may delegate all or any of its functions in respect of the Commodity Securities when it considers it expedient and in the interests of the Securityholders;

(d) the conditions for the Trustee's appointment, removal and retirement; and

(e) provisions supplemental to certain statutory provisions which set out the extent of the Trustee's powers and its duties.

Save in the case of fraud, wilful misconduct or gross negligence, the Trustee is not liable for any loss of, diminution in value of the Commodity Securities.

B. Security Deeds

The Issuer and the Security Trustee will enter into a Security Deed in respect of each Class of Commodity Securities, in each case creating Security over all of the applicable Secured Property attributable to the Commodity Securities of that Class for the benefit of the Security Trustee, the Securityholders and other Secured Parties.

The Security Deeds will set out, among other things, provisions relating to the creation and enforcement of the Security, the appointment of receivers and the rights of the Security Trustee in relation to the Secured Property.

The Security Deeds (by reference to the Trust Deed) also contains provisions relating to the Trustee's application of the net proceeds derived from the realisation of the Secured Property (whether by way of liquidation or enforcement).

For further information, please *see Section 12 – Security Arrangements and* Condition 6 *(Security and Limited Recourse)*.

C. Authorised Participant Agreements

As at the Programme Effective Date the Issuer has entered into an Authorised Participant Agreement with OCAL and OCL (the **Onyx Authorised Participant Agreement**).

The Issuer may enter into Authorised Participant Agreements (to be governed by Irish law) on similar terms with other new or existing Authorised Participants in relation to each Class of Commodity Securities without the consent of the Trustee.

The Authorised Participant Agreements sets out the terms on which each Authorised Participant will act as Authorised Participant in relation to a Class of Commodity Securities.

In particular, an Authorised Participant Agreement will specify the terms on which the relevant Authorised Participant may submit Application Forms and Redemption Forms and will also set out the terms on which an Authorised Participant may offer, sell or deliver Commodity Securities and contains certain representations, warranties and undertakings of the Authorised Participant in relation thereto.

Each Authorised Participant Agreement will also include indemnities from the relevant Authorised Participant relating to the representations and warranties given by it in such agreement. In particular, each Authorised Participant represents and warrants to the Company that:

(a) in relation to each EEA State, it will be subject to the provisions detailed at paragraph D of *Section 18 - Selling Restrictions*;

(b) in relation to Ireland, it will be subject to the provisions detailed at paragraph E of *Section 18 - Selling Restrictions*;

(c) in relation to the United Kingdom, it will be subject to the provisions detailed at paragraph F of *Section 18 - Selling Restrictions*; and

(d) in relation to the United States of America, it will be subject to the provisions detailed at paragraph G of *Section 18 - Selling Restrictions*.

Further restrictions on offers and sales of Commodity Securities and on the distribution of this Base Prospectus are set out in *in Section 18 - Selling Restrictions*.

The Authorised Participant Agreement may be terminated by any party thereto at any time upon ninety days' prior written notice to the other parties.

Only an Authorised Participant may submit an Application Form and the Issuer will only accept any such Application Form if it is made by an Authorised Participant and all conditions to Application are satisfied.

D. Administration Agreement

The Administration Agreement to be entered into on or about the Programme Effective Date between the Issuer and the Administrator sets out terms on which the Administrator undertakes to provide certain administration services to the Issuer in connection with the Commodity Securities.

These services include:

(a) such services as are required by the Issuer and requested of and accepted by the Administrator from time to time in connection with the Programme;

(b) in connection with the issue of the Commodity Securities, advising on the structural features of such Commodity Securities, including advising on the structure, drafting and content of any Programme Documents, related service agreements, and any other arrangements in connection with the operation and establishment of the Programme and the issue of Commodity Securities under such Programme;

(c) assisting the Issuer in determining when to issue a new Series and/or Class of Commodity Securities;

(d) liaising with and coordinating, as appropriate, with any Service Provider to the Issuer in respect of the issue of Commodity Securities from time to time including but not limited to professional Service Providers such as lawyers and accountants;

(e) recommending Programme Parties to the Issuer and arranging for such counterparties to enter into transactions with the Issuer including assisting with the negotiation of the terms of such transactions (including but not limited to the Programme Documents);

(f) assisting the Issuer in finalising each Final Terms prepared in connection with the issue of Commodity Securities under the Programme;

(g) assisting the Issuer in applying for and attaining any requisite approvals, consents and authorisations required in relation to marketing, offering, selling and trading the Commodity Securities, including assisting the Issuer in (i) applying for approval of the Base Prospectus from the Central Bank of Ireland pursuant to Regulation (EU) 2017/1129 (**EU Prospectus Regulation**), and (ii) determining which jurisdictions within the EEA the Base Prospectus should be passported into and applying to passport the approval of the Central Bank of Ireland to competent authorities (within the meaning of Regulation (EU) 2017/1129)) into those jurisdictions and (iii) applying for approval of the Base Prospectus from the Financial Conduct Authority pursuant to the UK Prospectus Regulation as it applies in the UK pursuant to the European Union (Withdrawal) Act 2018 of the UK, the Prospectus (Amendment etc.) (EU Exit) Regulations 2019 of the UK, the Official Listing of Securities, Prospectus and Transparency (Amendment etc.) (EU Exit) Regulations 2019 of the UK, and the European Union (Withdrawal Agreement) Act 2020 of the UK, following IP Completion Day (as defined in the European Union (Withdrawal Agreement) Act 2020 (together, **UK Prospectus Regulation**);

(h) assisting the Issuer in applying for admission of the Commodity Securities to trading on EEA regulated markets and the London Stock Exchange;

(i) recommending and introducing Authorised Participants to the Issuer and assisting the Issuer in determining which Class or Series of Commodity Securities such Authorised Participants will act and the ongoing management of its contractual relationships with such Authorised Participants;

(j) recommending and introducing Exposure Providers to the Issuer and assisting the Issuer in determining which Class or Series of Commodity Securities such Exposure Providers will act and the ongoing management of its contractual relationships with such Exposure Providers;

(k) investor communications and assisting the Issuer in the other marketing and offering of the Commodity Securities and Programme to Authorised Participants including via the development of websites;

(l) arranging, on behalf of the Issuer, for the publication of each Final Terms and (where required) key information documents on the Issuer's Website; and

(m) assist in providing (where required) key information documents to the Securityholders of each Class.

The Issuer acknowledges that the Administrator is not authorised by the Central Bank of Ireland or the FCA in connection with its provision of the services pursuant to the Administration Agreement and the Issuer will not require the Administrator to provide, and the Administrator shall not provide or agree to provide to the Issuer, any services which would require it to be so authorised unless and until such authorisation has been obtained.

The Administrator may terminate the Administration Agreement for any reason by giving not less than 180 days prior written notice to the Issuer unless a successor is appointed before the expiry of 180 days or such other period as agreed between the Issuer and the Administrator provided that such resignation shall not take effect until a successor has been duly appointed and notice of such appointment has been given to the Securityholders.

The Administrator will cooperate with the Issuer and any replacement service provider, acting in good faith, and provide such reasonable assistance and information as may be necessary or appropriate in order to facilitate and implement an orderly transition of the services provided for in the Administration Agreement.

E. Issuing and Paying Agency Agreement

The Issuing and Paying Agency Agreement to be entered into on or about the Programme Effective Date between, amongst others, the Issuer, the Issuing and Paying Agent sets out terms on which the Issuing and Paying Agent is appointed for the Programme and the duties and obligations of the Issuing and Paying Agent.

These duties include: (i) acting as the paying agent of the Issuer with respect to such payments on Redemption or any other payments in respect of the Commodity Securities notified to the Issuer; (ii) maintaining independent records of securities; (iii) communicating information to the relevant International Central Securities Depositary; (iv) issuing and authenticating new securities for transfer of securities as a result of a subscription; and (v) maintaining ownership record for registered notes.

The Issuing and Paying Agency Agreement provides that payment in respect of the Commodity Securities will be made through the relevant International Central Securities Depositary in accordance with the standard practices of the applicable International Central Securities Depositary.

The Issuer shall provide the Issuing and Paying Agent with all information in relation to the Commodity Securities that is required for each of the Issuing and Paying Agent to perform its duties, including providing payment instructions.

The Issuing and Paying Agency Agreement can be terminated by any party upon not less than 60 days' written notice.

As at the date of this Base Prospectus, Citibank, N.A., London Branch, has been appointed as the Issuing and Paying Agent.

F. Calculation Agency Agreement

The Issuer will enter into an Irish law governed Calculation Agency Agreement with the Calculation Agent on or about the Programme Effective Date relating to the provision of calculation services in respect of the Commodity Securities. The Calculation Agency Agreement sets out the duties and obligations of the Calculation Agent in relation to the Commodity Securities and the basis for its remuneration, liability and indemnification. It also sets out the standard of service expected of the Calculation Agent, the procedure for the remediation of any breaches and the compensation payable by the Calculation Agent respect of such breaches.

Services provided by the Calculation Agent under the terms of the Calculation Agency Agreement include:

(a) providing valuation and pricing information to the Relevant Exchange as necessary; and

(b) the making of certain calculations and determinations in relation to the Commodity Securities and the giving of such notices of the outcome thereunder as expressly required to be performed under the Programme including:

  (i) calculation of any amount, price, rate or value required to be calculated by the Calculation Agent under the Programme (including calculation of the Portfolio Value, Price and Daily Adjustment); and

  (ii) determination of a Market Disruption Event in accordance with the terms of the Programme.

Under the Calculation Agency Agreement, the Calculation Agent is required to provide its services with reasonable skill, care and diligence. The Calculation Agent will be liable for any losses suffered by the Issuer to the extent arising from the negligence, wilful default, bad faith or fraud on its part or any of its officers, employees, agents or delegates.

Under the terms of the Calculation Agency Agreement, the Issuer indemnifies the Calculation Agent against, and holds it harmless from all liabilities, damages, costs, claims, and expenses (including and without limitation reasonable and properly vouched legal expenses) incurred by the Calculation Agent in the performance of any of its obligations or duties under the Calculation Agency Agreement.

Each of the Issuer and the Calculation Agent may terminate the Calculation Agency Agreement by giving at least 90 days' prior written notice. On the termination of the Calculation Agency Agreement for any reason, the Calculation Agent will cooperate with the Issuer and any replacement service provider, acting in good faith, and provide such reasonable assistance and information as may be necessary or appropriate in order to facilitate and implement an orderly transition of the calculation services.

G. Account Bank Agreement

Under and in accordance with the terms of the Account Bank Agreement to be entered into on or about the Programme Effective Date, the Account Bank will maintain accounts for the Issuer for the purpose of, amongst other things:

(c) receiving Redemption Fees payable to the Issuer; and

(d) receiving the Programme Expenses Fee.

The Issuer Transaction Accounts shall constitute Secured Property under the Security Deeds.

At the date of this Base Prospectus, Citibank Europe plc has been appointed as Account Bank.

H. Master Swap Agreements and Swap Contracts

Commodity Securities are secured on corresponding Swap Contracts with corresponding payment terms and each time Commodity Securities are created or redeemed the Issuer will enter into or terminate (or partially terminate, as applicable) corresponding Swap Contracts with in aggregate the same Price. Swap Contracts will be entered into by the Issuer under Master Swap Agreements with one or more Exposure Providers.

As the Issuer is a special purpose company, whose only assets attributable to the Commodity Securities will be Swap Contracts and related contractual rights, the ability of the Issuer to meet its obligations on Commodity Securities is wholly dependent on its ability to receive payment on Swap Contracts from Exposure Providers. The Master Swap Agreement, the Swap Contracts provided thereunder and the Swap Security have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Commodity Securities and are each governed by Irish law. Neither Commodity Securities nor any payments in respect thereof are guaranteed by any Exposure Provider. The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Securityholders are contained throughout this Prospectus, including in *Section 1 – Overview of the Programme* and *Section 6 – Description of the Commodity Securities*.

As at the Programme Effective Date the Issuer has entered into a Master Swap Agreement with OCL only.

The Issuer may enter into Master Swap Agreements on similar terms with other new or existing Exposure Providers in relation to the Commodity Securities without the consent of the Trustee.

OCL Master Swap Agreement

The Issuer will enter into an Irish law governed ISDA Master Agreement and Schedule thereto (together the **OCL Master Swap Agreement**) with OCL, it its capacity as an exposure provider, on or about the Programme Effective Date. Under the terms of the Master Swap Agreement with OCL, the Issuer can enter into and terminate (or partially terminate (as applicable)) Swap Contracts on a continuous basis, subject to application and termination limits (and days not being Market Disruption Days) and certain other conditions.

The OCL Master Swap Agreement may be terminated by the Issuer immediately following the occurrence of a Counterparty Event of Default in respect of OCL, and may be terminated by OCL upon 30 days' notice if over any consecutive three-month period, the average aggregate value of the Swap Contracts is less than US$100,000,000, provided that OCL may not give any such notice in respect of any such three-month period later than 45 days following the end of such three-month period. OCL may also terminate the OCL Master Swap Agreement immediately following the occurrence of an event of default in respect of the Issuer, provided that the event of default was not caused by a breach by OCL of its obligations under the OCL Master Swap Agreement.

OCL may at any time on giving not less than three (3) months' prior written notice terminate the OCL Master Swap Agreement as a whole or terminate the Master Swap Agreement as it applies to Swap Contracts in respect of a class of Commodity Securities only. If OCL does not agree to provide Swap Contracts beyond the expiry of such notice period, then the Swap Contracts (or those applicable to the class in respect of which notice has been given) will expire and the Issuer will elect to redeem all outstanding Commodity Securities or the outstanding Commodity Securities of the relevant class (as applicable).

The Issuer may at any time on not less than 30 (thirty) Days' notice terminate the OCL Master Swap Agreement as it applies to Swap Contracts in respect of Commodity Securities, if all Commodity Securities are redeemed.

Under the terms of the OCL Master Swap Agreement the Issuer is obliged to pay 100% of the Issue Price to OCL in return for entry into the corresponding Swap Contract. On termination of a Swap Contract, OCL will pay the total return on the relevant Daily Dated Futures to the Issuer.

OCL is required under the terms of the OCL Master Swap Agreement to pay to the Issuer an amount equal to the Programme Expenses Fee on a monthly basis which the Issuer shall apply toward payment of its on-going fees, costs and expenses in connection with the Programme.

OCL is required under the terms of the OCL Master Swap Agreement to ensure that its obligations thereunder and under any Swap Contract entered into under the OCL Master Swap Agreement are secured in favour of the Issuer.

Swap Contracts

Under the terms of the Master Swap Agreement with OCL, the Issuer can enter into and terminate (or partially terminate (as applicable)) Swap Contracts on a continuous basis (subject to certain limits and conditions).

If an Authorised Participant is able to agree with OCL the pricing for the issue or redemption of Commodity Securities and the entry into or termination (or partial termination) of the corresponding Swap Contracts (**Agreed Pricing**) the Issuer will enter into or terminate (or partially terminate) Swap Contracts at that pricing, but otherwise the creation or termination (or partial termination) price will be the Price of the corresponding Commodity Securities on the applicable Pricing Day (**Settlement Pricing**).

For more information on "Agreed Pricing" and "Settlement Pricing" see under the heading "Applications and Redemptions" in *Section 6 – Description of the Commodity Securities*.

Unless Agreed Pricing is used, the Creation Price and Early Termination Amount (each as defined in the Master Swap Agreement) of each class of Swap Contracts will be identical to the Issue Price and Redemption Amount of the Commodity Securities of the same class. Furthermore, the Pricing Day, the Creation Day and the Payment Date (each as defined in the Master Swap Agreement) for Swap Contracts will be determined so as to match the Pricing Day, the Issue Date and the Redemption Payment Date, respectively, for Commodity Securities of the corresponding class.

If Agreed Pricing is used to determine the amount payable upon entry into or termination (or partial termination) of Swap Contracts, the same Agreed Pricing applies to the corresponding Commodity Securities which are applied for or redeemed.

Payment for the creation of Commodity Securities will be made by an Authorised Participant directly to the Exposure Provider with which the corresponding Swap Contracts will be entered into by the Issuer into a designated settlement bank account.

Payment on the redemption of Commodity Securities will be made by the Exposure Provider, in respect of the termination (or partial termination) of the corresponding Swap Contract, directly to the relevant Authorised Participant redeeming the relevant Commodity Securities, via the Relevant Clearing System.

I. Security Agreements

In connection with the entry into a Master Swap Agreement with an Exposure Provider, the relevant Exposure Provider will grant security in favour of the Issuer over its rights and interest in the relevant Collateral Accounts by entry into a Security Agreement.

The Issuer will enter into a Dutch law governed Security Agreement with OCL on or about the Programme Effective Date under which OCL will grant a right of pledge over the the Onyx Spot Crude Oil TRAD Account (as defined in the OCL Security Agreement) (insofar as such rights, title and interest relate to the Commodity Securities) and all Related Rights (the **OCL Security Agreement**).

J. Declaration of Trust

In connection with its entry into the OLC Master Swap Agreement, OCL (in its capacity as an Exposure provider) will enter into a declaration of trust (the **Non-Margin Cash Account Declaration of Trust**) pursuant to which it will declare a trust as security over all amounts standing to the credit of the Non-Margin Cash Account from time to time representing Application Moneys less (i) an amount equal to the margin posted by OCL in respect of the Daily Dated Brent Futures and (ii) an amount equal to the payments made by OCL into the Issuer Transaction Account in satisfaction of the Programme Expenses Fee, and (iii) any interest received and/or due and payable to OCL in respect of the Application Moneys, in favour of the Issuer.

SECTION 10– USE OF PROCEEDS

The net proceeds from the issue of each Class of Commodity Securities will be paid by the Issuer to an Exposure Provider under a corresponding Swap Contract in exchange for payment by that Exposure Provider of the total return on the relevant Daily Dated Futures to the Issuer.

At the date of this Prospectus, OCL is the only Exposure Provider appointed by the Issuer.

SECTION 11– DETERMINING THE VALUE OF AN INVESTMENT IN COMMODITY SECURITIES

A. Rights of Securityholders

Each Commodity Security benefits from equal rights and payment and equal security, without any preference amongst themselves.

Each Commodity Security has a face value known as the "Principal Amount". The Principal Amount in respect of a Class of Commodity Securities will be set out in the Final Terms.

B. Entitlement on Redemption

Each Commodity Security carries a right upon Redemption to receipt of the higher of the Principal Amount of that Commodity Security and the Price (P(I,t)). In normal circumstances, only Authorised Participants are able to redeem their Commodity Securities directly with the Issuer. The value of Securityholder's investment is equivalent to the amount in cash that they would receive upon a redemption – generally the applicable Price.

C. Pricing of Commodity Securities

The Price of each Commodity Security will be based on the Portfolio Value adjusted by the NAV and a return equivalent to an interest return on the value invested in that class of securities net of applicable fees (by operation of what is known as the Daily Adjustment). A description of the formula used to price Commodity Securities and a description of the Daily Adjustment element of the formula are set out under "*Calculation of the Price*" below. Worked examples of how to calculate the Price are set out under the heading "*Worked Examples of the Calculation of the Price*" below. These worked examples also show how the Daily Adjustment is applied as part of the calculation of the Price. The formula and method of calculating the price is the same for all classes of Commodity Security.

D. Calculation of the Price

The pricing formula

The Price of a Commodity Security on a particular day (the **Pricing Day**) (represented in the formula by P(i,t)) is derived from the corresponding Portfolio Value adjusted by the NAV of the relevant Class of Commodity Securities on the previous Pricing Day (represented in the formula by I(i,t-1)) and the applicable fees (represented in the formula by DA(I,t)) and so is calculated, expressed in the Relevant Currency, in accordance with the following formula (the **Formula**) (the different components of the Formula are further explained below):

$$P(i,t) = (I(i,t) / I(i,t-1)) \times (1 - DA(i,t)) \times P(i,t-1)$$

where:

P(i,t) is the Price of a Commodity Security of class i for day t;

i refers to the relevant class of Commodity Security;

t refers to the applicable Pricing Day;

I(i,t) is the Portfolio Value which class i references on day t;

I(i,t-1) is the NAV of class i on the Pricing Day immediately prior to day t;

DA(i,t) is the Daily Adjustment applicable to class i on day t; and

P(i,t-1) is the Price of an Commodity Security of class i on the Pricing Day immediately prior to day t.

The Daily Adjustment element of the Formula

The Daily Adjustment forms part of the pricing formula for the Commodity Securities and will result in certain adjustments to the Price of a Commodity Security. The Daily Adjustment for each class of Commodity Securities is a daily rate expressed as a percentage in the Final Terms in respect of each Class of Commodity Securities, and reflects:

(a) an interest return (being the Collateral Yield for that class) on the value invested in that class of Commodity Security;

(b) the fees payable to the Administrator for the services it provides under the Administration Agreement (currently being 0.99 per cent. of the aggregate Principal Amount of the Commodity Securities per annum); and

(c) until the fifth anniversary of the date of the first issuance under this Programme, the amount payable to the Administrator under the Administration Agreement in repayment of the Initial Set-Up Costs.

The initial Daily Adjustment for each Class shall be set out in the Final Terms of the first Series of Commodity Securities for that Class.

The Issuer may vary the Daily Adjustment in respect of a Class provided that no increase in the Daily Adjustment in respect of a Class will take effect unless the Securityholders of such Class have been given at least 30 calendar days' prior notice in accordance with Condition 19 (Notices).

The Daily Adjustment may or may not be less than the rate of interest which an investor could earn by depositing funds in money markets at overnight rates, or by fully collateralising an investment in futures contracts.

The Daily Adjustment and Collateral Yield applicable to each type of Commodity Security on any day is published on the following website: https://onyxcapitalgroup.com/investors-and-asset-managers

Worked Examples of the Calculation of the Price

If on a particular day (t), the Price of a Commodity Security on the previous day was 10, the closing level of the relevant Portfolio Value on the day on which the Price is being calculated is 110, the NAV of the relevant Commodity Securities on the previous day was 100 and the Daily Adjustment for those Commodity Securities was -0.0000327, then the Price of a Commodity Security would be calculated using the pricing formula as follows;

$$P(i,t) = (I(i,t) / I(i,t-1)) \times (1 - DA(i,t)) \times P(i,t-1):$$

Where:

I(i,t)	110
I(i,t-1)	100
DA(i,t)	-0.0000327
P(i,t-1)	10

So:

$$P(i,t) = (110 / 100) \times (1 - 0.0000327) \times 10$$

$$P(i,t) = 1.1 \times 0.9999673 \times 10$$

$$P(i,t) = 10.9996403$$

The Price of a Commodity Security on day t is therefore $10.9996403.

How the Price of a Commodity Security is affected by the changes in the value of the underlying index

The three different hypothetical scenarios in this section show how the price of a Commodity Security is affected under three different examples of normal market conditions. These scenarios are not indicators of the actual future performance of the Commodity Securities and are for illustration purposes only. The following assumptions have been made:

(i) an investor invests in the Commodity Securities for one day;

(ii) one Commodity Security is bought from a broker at a price of $10;

(iii) the NAV of the relevant Commodity Security when it is bought is 100;

(iv) the Daily Adjustment on the day of investment is -0.0000327;

(v) there are no changes in the level of fees charged on the Commodity Securities during the investment period;

(vi) all transaction fees (including any commission) of the investor's broker and investment adviser for the sale and purchase of the Commodity Securities and the custody fees of the investor's bank are excluded; and

(vii) there is no difference between the Price of the security and that value at which it trades on exchange.

Scenario 1: Example of how the Price of a Commodity Security is affected if the Portfolio Value decreases

The Portfolio Value decreases from 100 to 90 the next day. The price of the Commodity Security will be calculated as follows:

$$P(i,t) = (90/100) \times (1 - 0.0000327) \times 10$$

$$P(i,t) = 0.9 \times 0.9999673 \times 10$$

$$P(i,t) = 8.9997057$$

The investor sells the Commodity Security and has lost $1.002943 from his/her initial investment the previous day.

Scenario 2: Example of how the Price of a Commodity Security is affected if the Portfolio Value increases

The Portfolio Value increases by 10 to 110 the next day. The price of the Commodity Security will be calculated as follows:

$$P(i,t) = (110 / 100) \times (1 - 0.0000327) \times 10$$

$$P(i,t) = 1.1 \times 0.9999673 \times 10$$

$$P(i,t) = 10.9996403$$

The investor sells the Commodity Security and has gained $0.9996403 on his/her initial investment the previous day.

Scenario 3: *Example of how the Price of a* Commodity *Security is affected if the Portfolio Value remains the same*

The Portfolio Value remains the same the next day. The sum of the fees charged on the Commodity Security for the day of ownership is $0.0000327 per Commodity Security. The price of the Commodity Security will be calculated as follows:

$$P(i,t) = (100 / 100) \times (1 - 0.0000327) \times 10$$

$$P(i,t) = 1 \times 0.9999673 \times 10$$

$$P(i,t) = 9.999673$$

The investor sells the Commodity Security and has lost $0.0000327 from his/her initial investment the previous day.

E. Interest

The Commodity Securities do not pay a regular coupon but are entitled to an interest return equal to the positive difference (if any) between the Principal Amount of the Commodity Security and the Price per Commodity Security on redemption.

F. Redemption Fee

A Redemption Fee will only be payable on the redemption of Commodity Securities and not by investors who buy and sell Commodity Securities on the secondary market, including Euronext Dublin.

The Issuer will also charge Authorised Participants a Redemption Fee of up to 30 basis points (0.30%) of the Redemption Amount (or such other amount as may be agreed by the Issuer and that Authorised Participant at the time of the Redemption) for each Redemption Form, regardless of the number of Commodity Securities being redeemed. In the event of a compulsory redemption or a Securityholder who is not an Authorised Participant submitting a Redemption Form in circumstances where there is no Authorised Participant, as described above, the Issuer will charge a Redemption Fee of an amount equal to the Issuer's cost in satisfying such Redemption Form, including costs of enquiries under Conditions 16.5 (*Prohibition on U.S. Persons*) and 16.6 (*ERISA Prohibition*) and of giving the Redemption Form (but not exceeding $3,000).

The Issuer may set off any amount payable to the Issuer in accordance with this Condition 10 (*Redemption Fee*) by the holder of Commodity Securities in respect of the Redemption Fee against the Redemption Amount payable by the Issuer to such holder.

No additional amounts will be charged by the Issuer to an Applicant or a Securityholder in respect of VAT payable in connection with Application Fees or Redemption Fees

The Issuer may vary the Application Fees and Redemption Fees at any time after giving 30 days' written notice to Authorised Participants and through a RIS.

Right to satisfy Applications and Redemptions by Transfer

Notwithstanding the provisions above, the Issuer may, in its discretion, elect to satisfy Applications and Redemption Forms by transfer of the appropriate number of Commodity Securities to one or more Applicants

from the Securityholder(s) seeking redemption. For this purpose, a Securityholder seeking redemption will be deemed to have authorised the Issuer to transfer such Securityholder's Commodity Securities as are the subject of the Redemption Form to a third party, on such Securityholder's behalf, provided that the amount payable by the Applicant must still be an amount equal to the relevant Application Price (plus the Application Fee) and the amount receivable by the Securityholder must still be the relevant Redemption Amount (less the Redemption Fee) and the relevant Pricing Day and Redemption Payment Date will be the date of the transfer.

SECTION 12– SECURITY ARRANGEMENTS

Qualifications

The following description of the security arrangements relating to the Programme consists of a summary of certain provisions of the Security Deeds relating to the Commodity Securities and is qualified in its entirety by reference to the detailed provisions of those agreements.

The following summary does not purport to be complete, and prospective investors in Commodity Securities must refer to the Security Deeds and the detailed information contained in such documents.

Security

The Issuer's obligations in respect of a Class of Commodity Securities are secured by the Security created by the Security Deed in respect of that Class of Commodity Securities. The Security created by the Security Deed is granted to the Security Trustee as continuing security for the payment of the relevant Secured Liabilities (as such term is described in each Security Deed) attributable to that Class of Commodity Securities.

Pursuant to each Security Deed, the obligations of the Issuer relating to each Class of Commodity Securities shall be secured in favour of the Security Trustee acting for and on behalf of the Securityholders and the other Secured Parties, by:

(a) an assignment by way of security of all of the Issuer's rights, title, interest and benefit present and future in, to and under the Programme Documents (excluding the Corporate Services Agreement), insofar as such rights, title and interest relate to that Class of Commodity Securities and all Related Rights and the Issuer Transaction Accounts, insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights (such assignment being the **Security Assignment**);

(b) (to the extent not validly and effectively assigned pursuant to the Security Assignment) a first fixed charge for the benefit of the Secured Parties of all the Issuer's rights, title and interest, present and future, in and to the Programme Documents (excluding the Corporate Services Agreement), insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights and the Issuer Transaction Accounts, insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights, such charge to take effect by way of first fixed security (the **Fixed Charge**); and

(c) (to the extent not validly and effectively assigned pursuant to the Security Assignment or charged by way of the Fixed Charge) first floating charge to the Security Trustee for the benefit of the Secured Parties over all the Issuer's rights, title and interest, present and future, in and to the Programme Documents (excluding the Corporate Services Agreement), insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights and the Issuer Transaction Accounts, insofar as such rights, title and interest relate to that Class of Commodity Securities, and all Related Rights, such charge to take effect by way of first floating security.

Enforcement of Security

The Security constituted by a Security Deeds shall become enforceable upon the occurrence of an Event of Default (such events being described in Condition 15 (*Enforcement*)).

At any time after the Security constituted by a Security Deed has become enforceable, the Security Trustee:

(d) may at its discretion; and

(e) shall, if so directed by the Trustee following the occurrence of at least one of the following events:

(i) a direction in writing to the Trustee by the holders of at least one-fifth in number of the Commodity Securities of the relevant Class;

(ii) in the case of an Issuer Insolvency Event, a direction in writing to the Trustee by the holders of at least one-fifth in number of all the Commodity Securities then Outstanding; or

(iii) by an Extraordinary Resolution of the Securityholders of the relevant Class

(in each such case subject to it having been pre-funded and/or secured and/or indemnified (without prejudice to any further demand) to its satisfaction against all liabilities which may be incurred in connection with acting on such directions);

enforce the Security constituted by such Security Deed.

To enforce the Security, the Security Trustee may, at its absolute discretion:

(f) enforce any relevant Programme Document relating to the Commodity Securities of such Class in accordance with its or their terms; and/or

(g) take action against the Issuer; and/or

(h) take possession of and/or realise all or part of the Secured Property; and/or

(i) sell, call in, collect and convert into money all or part of such Secured Property

in such manner, at such time and on such terms as it thinks fit, in each case without any liability as to the consequence of such action and without having regard to the effect of such action on individual Securityholders.

When exercising its right in this regard, the Security Trustee will have regard to the interests of the relevant Securityholders as a whole and will not have regard to the consequences of such exercise for individual Securityholders, which may have an adverse impact on certain Securityholders more than others.

Under the terms of the Trust Deed, the Trustee will apply any amounts received or recovered from such enforcement action of the Security Trustee and the proceeds derived from the realisation of the assets that are the subject of the Security constituted by the relevant Security Deed in the applicable order of priority set out in Condition 15.4 (*Application of Proceeds of Enforcement of Security*) (as replicated below).

Under the terms of the Trust Deed, the Trustee will apply the proceeds derived from the realisation of the assets that are the subject of the Security constituted by the relevant Security Deed in accordance with the priority waterfall set out in Condition 15.4 (*Application of Proceeds following the Enforcement of Security*), in accordance with which all monies received or recovered by the Trustee under the applicable Trust Deed and the proceeds derived from the realisation of the assets by the Security Trustee that are the subject of the Security constituted by the relevant Security Deed, in each case in relation to the Commodity Securities of the relevant Class, will be applied as follows:

(a) *first*, in payment or satisfaction of all fees, costs, charges, expenses, liabilities and other amounts properly incurred by or payable in respect of the Commodity Securities to the Trustee, the Security Trustee or any receiver under or pursuant to the relevant Trust Deed or the Security Deed (which shall include, without limitation, any Taxes required to be paid by the Trustee and/or the Security Trustee (other than any income, corporation or similar Tax in respect of the Trustee's and/or the Security Trustee's remuneration), the costs of enforcing or realising all or some of the Security constituted by the Security Deeds and the Trustee's and/or the Security Trustee's remuneration), the costs of enforcing or realising all or some of the Security constituted by the Security Documents);

(b) *second*, in payment or satisfaction of any fees, expenses or other amounts due pursuant to the Programme Documents (including payment of any amounts owing for reimbursement in respect of any proper payment of amounts paid to Securityholders and default interest (if any) made to the Securityholders but excluding the Administration Fee);

(c) *third,* in payment of any amounts owing to the Administrator pursuant to the Administration Agreement including the Initial Set-Up Costs;

(d) *fourth,* in payment of any amounts owing to the Securityholders *pari passu* and rateably; and

(e) *fifth*, in payment of any balance to the Issuer for itself.

SECTION 13– DOCUMENTS INCORPORATED BY REFERENCE

None.

SECTION 14– TERMS AND CONDITIONS OF THE COMMODITY SECURITIES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of the Final Terms of a particular Class or Class of Commodity Securities, will be applicable to the Commodity Securities of such Class or Class and which will be attached to or endorsed on such Commodity Securities in definitive form (or, in the case of Registered Securities, on the Individual Certificates relating to such Registered Securities).

Commodity Securities are issued in Class and each Class may comprise one or more Class of Commodity Securities. As used herein, Class means Commodity Securities which are identical in all respects (including as to listing and admission to trading) and Class means a Class of Commodity Securities together with any further Class of Commodity Securities which are (a) expressed to be consolidated and form a single Class and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates and/or Issue Prices.

These terms and conditions apply separately to each Class or Class and, accordingly, references in these terms and conditions to "Commodity Securities" are to the Commodity Securities of the relevant Class or Class only and references to any defined term that applies in respect of each Class or Tranche is to such defined term as it relates to such relevant Class or Class (unless specified otherwise or unless the context otherwise requires).

The Commodity Securities are issued under the commodity securities programme of the Issuer (the **Programme**). In respect of a Class of Commodity Securities, the Commodity Securities of such Class will be constituted by (i) a master trust deed dated on or about the date hereof and made between, amongst others, Waystone Corporate Services (IE) Limited as trustee for the holders of the Commodity Securities and the other persons specified therein (the **Trustee**, which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) and as security trustee (the **Security Trustee**, which expression shall include all persons for the time being the security trustee or security trustees under the Trust Deed) and the Issuer (as amended, supplemented, novated and/or replaced from time to time, the **Master Trust Deed**); and (ii) any supplemental trust deed in respect of such Class of Commodity Securities which shall be dated the Issue Date of the first Class of Commodity Securities of such Class and made between, among others, the Issuer and the Trustee (as amended, supplemented, novated and/or replaced from time to time, a **Supplemental Trust Deed**). The Master Trust Deed and any Supplemental Trust Deed in respect of each Class of Commodity Securities are referred to together as the **Trust Deed**. These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed.

The obligations of the Issuer under each Class of Commodity Securities are secured by way of a security deed in respect of that Class of Commodity Securities over the Secured Property that relates to that Class of Commodity Securities between, among others, the Issuer and the Security Trustee (each, as amended, supplemented, novated and/or replaced from time to time, a **Security Deed**).

Copies of the Master Trust Deed, any Supplemental Trust Deed, each Security Deed and each of the other Programme Documents are available for inspection during business hours by prior appointment at the registered office of the Issuer.

The Securityholders are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, each Security Deed and each of the other Programme Documents which are applicable to them and to have notice of each set of Final Terms issued in respect of a Class or Class of Commodity Securities held by such Securityholders.

The terms and conditions of a Class of Commodity Securities will be the terms and conditions as set out below and as completed by the Final Terms applicable thereto. Such Final Terms may specify other terms and conditions which will, to the extent so specified or to the extent inconsistent with these terms and conditions, replace and/or modify these terms and conditions for the purposes of that Class of Commodity Securities. References herein to the **Conditions** of the Commodity Securities are to these terms and conditions as so replaced and/or modified by the Final Terms applicable to that Class of Commodity Securities.

1 DEFINITIONS

1.1 **Definitions**

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

Account Bank means Citibank Europe plc, and any Eligible Account Bank that has entered into an Account Bank Agreement with the Issuer;

Account Bank Agreement means an agreement dated the date hereof between the Account Bank and the Issuer governing the operation of the Issuer Transaction Accounts;

Adjusted SOFR means a rate per annum of interest equal to SOFR plus 0.11448 per cent;

Administration Agreement means the administration agreement entered into by the Issuer and the Administrator on or around the Prospectus Date as may be amended, supplemented, novated or replaced from time to time;

Administration Fee means the fee payable by the Issuer to the Administrator in consideration for the provision by the Administrator or an Affiliate or successor of the Administrator of all services provided under the Administration Agreement;

Administrator means Onyx Commodities Limited and any successor or replacement thereto or any other entity appointed as administrator pursuant to the Administration Agreement;

Agents means any Registrar, any Transfer Agent, any Issuing and Paying Agent, any Calculation Agent, any Account Bank or any of them and such other agent(s) as may be appointed from time to time in relation to the Commodity Securities under any Issuing and Paying Agency Agreement, any Calculation Agency Agreement, any Account Bank Agreement or any other agreement with the Issuer under which an agent is appointed from time to time in relation to the Commodity Securities, as applicable, and any successor or replacement and **Agent** means any of them;

Agreed Pricing has the meaning given to it in Condition 7.4.1(b);

Agreed Redemption Form has the meaning given to it in Condition 7.6 (*Redemption Forms*);

Application means an application by an Authorised Participant to the Issuer to subscribe for Commodity Securities, being an offer on terms referred to in a Application Form and this document and in accordance with the provisions of the relevant Authorised Participant Agreement and "**Apply**" shall be construed accordingly;

Application Form means the application form to be used in connection with the Programme to make an Application**;**

Application Moneys means, for an Application, all moneys paid or to be paid to or to the order of the Issuer by the Applicant in respect of the Application;

Authorised Participant means certain regulated trading firms, banks or other market professionals approved by the Issuer (in its sole discretion) that meet certain minimum qualifying criteria and that is party to an Authorised Participant Agreement;

Authorised Participant Agreement means the authorised participant agreement (as may be amended, supplemented, novated and/or replaced from time to time) entered into by the Issuer and an Authorised

Participant pursuant to which such Authorised Participant is appointed to act as an "Authorised Participant", distribution agent or in a substantially similar function in relation to Commodity Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied;

Bearer Securities has the meaning given to it in Condition 2 (*Form and Title*);

Business Day means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both Dublin and London;

Calculation Agency Agreement means the calculation agency agreement entered into by the Issuer and Waystone Corporate Services (IE) Limited (as amended, supplemented, novated and/or replaced from time to time) or any successor or replacement agreement between the Issuer and a Calculation Agent in relation to the provision of calculation agency services;

Calculation Agent means a person appointed by the Issuer under a Calculation Agency Agreement to determine various matters in accordance with Condition 12 (*Payments, Calculations, Agents and Records*)**;**

Certificated or **Certificated Form** means not in Uncertificated Form;

CGN means a Global Security in classic global note form;

Class means all Commodity Securities having the same ISIN or other similar identifier, including the Initial Series and any Further Series;

Class Issue Date means the date of issuance of the Initial Series of a Class of Commodity Securities, as specified in the relevant Final Terms;

Clearing System Business Day means a day on which the Relevant Clearing System is open for the purpose of effecting settlement of Commodity Securities;

Clearstream means Clearstream Banking, société anonyme, Luxembourg and any successor thereto;

Commodity Securities means each Class of Commodity Securities (and each a **Commodity Security**) to which these Conditions relates or, as the context may require, any or all securities issued by the Issuer under the Programme;

Common Depositary means, in relation to a Class of Commodity Securities issued in CGN form, the common depositary for Euroclear or Clearstream, appointed in respect of such Class;

Common Safekeeper means, in relation to a Class of Commodity Securities issued in NGN form or in the new safekeeping structure, the common safekeeper for Euroclear or Clearstream, appointed in respect of such Class;

Compulsory Redemption means a Redemption of Commodity Securities in accordance with Condition 8 (*Compulsory Redemption*);

Compulsory Redemption Date means a date notified in accordance with Conditions 8.1, 8.2.1, 8.2.2 and 8.3;

Compulsory Redemption Event has the meaning given to it in Condition 8.2 (*Compulsory Redemption Events*);

Conditions means these terms and conditions as may be replaced and/or modified by the Final Terms applicable to that Class of Commodity Securities;

Corporate Services Agreement means the corporate services agreement dated on or about the Programme Effective Date between the Corporate Services Provider and the Issuer;

Corporate Services Provider means Waystone Corporate Services (IE) Limited;

Counterparty Event of Default means :

(a) the occurrence of a Counterparty Insolvency Event

(b) an Exposure Provider failing to make any payment when due under a Master Swap Agreement, where such failure is not rectified within five Business Days following the day on which the Exposure Provider receives notice of the failure from the Issuer in accordance with the terms of the relevant Master Swap Agreement; or

(c) in respect of any Exposure Provider that has entered into a Security Agreement, the Security Agreement (or any part of the Security Agreement) is not, or ceases to be or is alleged by any person not to be, for any reason a valid, enforceable, effective and continuing security or the Issuer receives legal advice to that effect;

Counterparty Insolvency Event means, in respect of any Exposure Provider with which a Master Swap Agreement has been entered into by the Issuer and Swap Contracts are outstanding any proceedings being commenced or order being made by any competent court for, or any resolution being passed by such Exposure Provider to apply for, a winding-up or dissolution of that Exposure Provider (other than an amalgamation, merger, consolidation, reorganisation or other similar arrangement or proceedings for winding-up or dissolution which are being contested in good faith and are discharged within 20 Business Days) or any application being made or other steps being taken for the appointment of an administrator in relation to that Exposure Provider, or any appointment being made of a receiver, administrative receiver, administrator or similar official in relation to that Exposure Provider or all, or substantially all, of its assets or any distress or execution being levied or enforced upon or sued out against, or any encumbrancer taking possession of, the assets of that Exposure Provider and any other analogous or similar proceedings or events occurring in any jurisdiction or that Exposure Provider ceasing or threatening to cease to carry on business or being or being deemed to be, unable to pay its debts as they become due;

Creation Limit means the limits under Master Swap Agreements on creation of Swap Contracts (and corresponding limits on issue of Commodity Securities);

Creation Notice means a notice sent by the Issuer to an Exposure Provider pursuant to a Master Swap Agreement providing for entry into a Swap Contract under which the fixed amount payable by the Issuer on entry into such contract shall correspond with the Principal Amount of the Commodity Securities referred to in such Creation Notice;

Daily Adjustment means the daily rate expressed as a percentage in the Final Terms in respect of each Class of Commodity Securities resulting in an adjustment to the Price;

Daily Dated Future means predetermined cash settled futures trading on ICE Futures Europe;

Default Rate means a rate per annum of interest equal means a rate per annum of interest equal to Adjusted SOFR plus 3 per cent, compounding daily ;

Defaulted Obligation means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same provided that if the amount paid by an Exposure Provider under the terms of a Master Swap Agreement in respect of a Swap Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Exposure Provider is not obliged under that Master Swap Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation;

Definitive Certificate means, in respect of Registered Securities and Bearer Securities exchanged on or after an Exchange Date in the circumstances set out in the relevant Global Registered Certificate or Global Bearer Security (as applicable), a definitive certificate in registered form representing such Registered Securities or Bearer Securities (as applicable);

Definitive Securities means Bearer Securities in definitive form and includes any replacement Commodity Security issued pursuant to these Conditions.

Denomination means, in respect of a Commodity Security, an amount equal to its Principal Amount;

Electronic Consent means consent given by way of electronic consents communicated through the electronic communications system of the relevant clearing system(s) to the Issuing and Paying Agent or another specified agent and/or the Trustee in accordance with the operating rules and procedures of the Relevant Clearing System;

Eligible Account Bank means any reputable bank, financial institution or credit institution operating in the EEA;

Euro and **EUR** means the single currency of participating member states of the economic and monetary union as contemplated in the Treaty on European Union.

Euroclear means Euroclear Bank S.A./N.V. and any successor thereto;

EU Prospectus Regulation means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended;

Event of Default has the meaning given to it in Condition 15.1 (*Events of Default*);

Exchange Date has the meaning given to it in Condition 3.1 (*Exchange of Bearer Securities*);

Exposure Provider means the counterparty to each Master Swap Agreement with the Issuer and, for so long as the OCL Master Swap Agreement remains in force, includes OCL;

Extraordinary Resolution means (i) a resolution passed at a Meeting duly convened and held in accordance with the relevant provisions of the Master Trust Deed by a majority of at least 75 per cent. of the votes cast, (ii) a Written Resolution or (iii) consent given by way of Electronic Consent by or on behalf of the Securityholders of not less than 75 per cent. of the aggregate number of the Commodity Securities who for the time being are entitled to receive notice of a Meeting held in accordance with the Master Trust Deed;

Funding Rate means a rate per annum of interest equal Adjusted SOFR, compounding daily;

Final Terms means the final terms specifying the relevant issue details of the Commodity Securities;

FMSA means the Financial Services and Markets Act 2000 of the United Kingdom;

Further Series means any Series of a Class of Commodity Securities issued after the Class Issue Date in accordance with Condition 18 (*Further Commodity Securities*);

Global Bearer Security means the Commodity Securities in bearer form represented by a global security;

Global Registered Certificate means a global certificate representing Commodity Securities in registered form;

Global Security means a Global Bearer Security or a Global Registered Certificate;

ICE Futures means ICE Futures Europe or its successor;

ICE Futures Oil Market means the market for Brent Crude oil futures operated by ICE Futures;

Individual Certificate means, in respect of Registered Securities, a definitive certificate in registered form representing such Registered Securities;

Initial Series means the first Series of a Class of Commodity Securities issued;

Initial Set-up Costs means the fees, costs and expenses incurred by the Issuer in connection with the establishment of the Programme;

Intra-day Price means at any time on a Trading Day, the price of the relevant Daily Dated Futures, provided that if at any time the Intra-Day Price is determined there is no real time publication of the value of the relevant Daily Dated Futures, the Calculation Agent shall instead use the most recently reported prices for the relevant Daily Dated Futures, if any that are not subject to a Market Disruption Event and using a fair market value determined in accordance with the principles set out in the Calculation Agency Agreement for the relevant Daily Dated Futures that are subject to a Market Disruption Event ;

Issue Date means the date of issuance of the relevant Series as specified in the Final Terms relating to such Series;

Issue Price means the issue price specified in relevant Final Terms;

Issuer means Onyx ETC Securities Public Limited Company, a public limited company incorporated under the laws of Ireland with company number 770799 whose registered office is at 4th Floor, 35 Shelbourne Road, Ballsbridge, Dublin 4, Ireland;

Issuer Call Redemption Event has the meaning given to it in Condition 8.1 (*Issuer Call Redemption Event*);

Issuer Insolvency Event means each of the Events of Default set out in Condition 15.1.4 (*Events of Default*) to Condition 15.1.7 (*Events of Default*);

Issuer Transaction Accounts means the accounts opened with an Eligible Account Bank in the name of the Issuer and operated by the Issuer into which amounts received by or on behalf of the Issuer in connection with the Programme are paid from time to time;

Issuer's Website means the website having the following internet address: https://onyxcapitalgroup.com/investors-and-asset-managers or such other internet address as may be used by the Issuer and notified to Securityholders and the Trustee in accordance with Condition 19 (*Notices*);

Issuing and Paying Agent means in respect of a Class, any entity appointed as issuing agent of the Issuer in respect of such Class;

Issuing and Paying Agency Agreement means an agreement entered into by the Issuer that provides for the appointment of any person as Issuing and Paying Agent, Registrar and/or Transfer Agent;

London Stock Exchange means London Stock Exchange plc or its market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market), as the context may require;

Loss means any loss, liability, cost, claim, damages, expense (including, but not limited to, legal costs and expenses) or demand (or actions in respect thereof), judgment, interest on any judgment, assessment, fees or amounts paid in settlement of any action or claim;

Market Disruption Day means, in respect of a Daily Dated Future, a Trading Day on which a Market Disruption Event occurs or is continuing in the Relevant Market on the relevant Exchange for that Daily Dated Future;

Market Disruption Event means, in respect of a Trading Day, any of the following events:

(a) the Valuation Agent fails to determine or provide the Settlement Price(s) with respect to a Daily Dated Future in respect of that Class (or communicates that it will or expects to fail to do so) by midnight on that Trading Day; or

(b) the termination or suspension of, or material limitation or disruption in the trading of, any Daily Dated Futures in respect of that Class; or

(c) there being no Pricing Window for any such Daily Dated Future during that Trading Day

Master Swap Agreement means an agreement entered into by the Issuer and an Exposure Provider, pursuant to which Swap Contracts may be created or terminated;

Meeting means a meeting of Securityholders of any Class (whether originally convened or resumed following an adjournment);

MiFID2 means EU Directive 2014/65/EU (the **Markets in Financial Instruments Directive**), as amended**;**

Minimum Creation Amount means the minimum amount stipulated under the Master Swap Agreements for creation of Swap Contracts (and the corresponding minima on the issue of Commodity Securities);

Notice Deadline means, on a Trading Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular Trading Day or generally;

NGN has the meaning given to it in Condition 2 (*Form and Title*);

Obligor means each person that has an obligation to the Issuer pursuant to the Secured Property;

Optional Redemption means the Redemption of Commodity Securities at the option of one or more Securityholders in accordance with the provisions of Condition 7 (*Redemption*);

Outstanding means, for the purposes of the Conditions, Trust Deed and Security Deeds, in relation to the Commodity Securities:

(a) on the Class Issue Date, the Commodity Securities issued on such day; and

(b) on any day thereafter, all the Commodity Securities issued on or prior to such day except:

(i) those that have been Redeemed in accordance with Condition 7 (*Redemption*) and/or Condition 8 (*Compulsory Redemption*);

(ii) those that have been cancelled for any reason;

(iii) those in respect of which the date for Redemption has occurred and the Redemption monies have been duly paid to the Trustee or to the Issuing and Paying Agent and which remain available for payment against presentation and surrender of Commodity Securities;

(iv) those that have become void or in respect of which claims have become prescribed;

(v) those which have been issued and which are pending settlement to an Authorised Participant but in respect of which the relevant Authorised Participant(s) has not delivered in full the relevant Application Moneys under the Authorised Participant Agreement;

(vi) those that have been purchased, settled and cancelled as provided in Condition 8.1 (*Issuer Call Redemption Event*); and

(vii) any Global Bearer Security to the extent that it shall have been exchanged for one or more Definitive Certificates pursuant to its provisions; provided that for the purposes of (1) ascertaining the right to attend and vote at any Meeting, (2) the determination of how many Commodity Securities are Outstanding for the purposes of the Conditions, the Trust Deed and each Security Deed and (3) the exercise of any discretion, power or authority that the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Securityholders, those Commodity Securities that are beneficially held by or on behalf of the Issuer and not cancelled shall (unless no longer so held) be deemed not to remain Outstanding. For the avoidance of doubt, Commodity Securities (if any) which the Issuer has agreed on or prior to such day to Redeem but in respect of which the Redemption Amount has not yet been paid in full to the Issuer (or the Trustee or the Issuing and Paying Agent, as applicable) shall be deemed to be "Outstanding" on such day and Commodity Securities (if any) which the Issuer has agreed on or prior to such day to issue but in respect of which delivery of the relevant Application Moneys has not been received in full from the relevant Authorised Participant(s) and settlement to such relevant Authorised Participant(s) has not yet occurred shall not be deemed to be "Outstanding" on such day;

Price means the price determined in accordance with Condition 5.1 (*Calculation and publication of the Price*) and "**Pricing**" (other than when used in the terms "Pricing Date" and "Pricing Day") shall be construed accordingly;

Pricing Date means:

(a) in the case of an Agreed Redemption Form, the day upon which that form is deemed to have been received by the Issuer; or

(b) in the case of a Settlement Redemption Form, the Pricing Day upon which the Redemption Amount is determined;

Pricing Day means for each class of Commodity Securities, a Trading Day for the Daily Dated Futures applicable to that class of Commodity for those Daily Dated Futures (other than a Market Disruption Day for which a substitute value for relevant the Daily Dated Futures is determined by the Calculation Agent in accordance with the provisions of the Calculation Agency Agreement);

Pricing Window means an uninterrupted period of at least 3 minutes' trading in a relevant Daily Dated Futures on the ICE Futures Oil Market;

Principal Amount means, in respect of any Commodity Security, the principal amount in the Relevant Currency specified in the Final Terms;

Proceedings has the meaning given to it in Condition 21.2 (*Jurisdiction*);

Programme means the programme for the issue of Commodity Securities;

Programme Document means each of the Trust Deed, the Administration Agreement, the Calculation Agency Agreement, each Security Deed, the Issuing and Paying Agency Agreement, the Account Bank Agreement, each Master Swap Agreement, each Swap Contract, each Security Agreement, the the Non-Margin Cash Declaration of Trust the Corporate Services Agreement and each Authorised Participant Agreement and such other related documents which are referred to in the terms of the above documents or which relate to the issue of the Commodity Securities and any other document designated as such by the Issuer and the Trustee and **Programme Documents** means all such documents;

Programme Effective Date means the date on which the Base Prospectus in respect of the Programme is approved by the relevant competent authority;

Programme Party means a party to a Programme Document (other than the Issuer);

Prospectus Date means the date on which the Base Prospectus was approved by the Central Bank, as set out on the first page thereof;

Record Date means the Business Day immediately prior to the date for payment;

Redemption means the redemption of Commodity Securities (i) by Optional Redemption or (ii) by a Compulsory Redemption, and **Redeem** and **Redeemed** shall be construed accordingly;

Redemption Account means a bank account to receive payments of the Redemption Amount in respect of the Redemption of Swap Contracts (and matching Commodity Securities), which account shall be:

(a) for an Authorised Participant, a bank account notified in writing by the Authorised Participant to the Issuer, each Exposure Provider and the Trustee from time to time;

(b) for a Compulsory Redemption or where there are no Authorised Participants, a bank account of the Issuer secured for the benefit of the Securityholders or of the Trustee for the benefit of such Securityholders; and

(c) otherwise, the bank account specified in the Redemption Form;

Redemption Amount means the amount payable by the Issuer to the Securityholder upon the Redemption of Commodity Securities, as may be reduced for any withholdings or deductions for or on account of tax as set out in Condition 9.5;

Redemption Payment Date means:

(a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second Business Day following the Pricing Date of that Redemption;

(b) in the case of a Redemption pursuant to an Agreed Redemption Form, the Business Day specified for such payment in that form;

(c) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the Business Day which is the second Business Day following the last Pricing Day on which the Price of the Commodity Securities being Redeemed was determined in accordance with these Conditions;

Redemption Fee means the fee payable by a Securityholder on the Redemption of Commodity Securities;

Redemption Instructions means the instructions provided by a Securityholder redeeming an Commodity Security to the Issuer in a form approved by the Issuer;

Redemption Form means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with these Conditions, as the case may be;

Redemption Limit has the meaning given to it in Condition 7.5.1 (*Redemption Limits*);

Register means a register maintained by a Registrar of persons holding the Commodity Securities;

Registered Securities has the meaning given to it in Condition 2 (*Form and Title*);

Registrar means any such person appointed by the Issuer from time to time to maintain the registers of persons holding the Commodity Securities;

Relevant Clearing System means (i) Euroclear, (ii) Clearstream, or (iii) any other recognised clearing system in which Commodity Securities of a Class may be cleared;

Relevant Currency means with respect to a Class of Commodity Securities, the currency in which the Principal Amount of a Commodity Security of that Class is denominated, as specified in the Final Terms;

Relevant Date has the meaning given to it in Condition 14 (*Prescription*);

Relevant Exchange means Euronext Dublin and/or any other stock exchange on which Commodity Securities of a Class may be listed;

Relevant Market means means a regulated market for the purposes of MiFID2, as amended and/or FSMA, as applicable

RIS means a regulated information service for the purposes of giving information relating to the Commodity Securities and/or the rules of the Relevant Exchange chosen by the Issuer from time to time;

Secured Liabilities, with respect to a Class of Commodity Securities, has the meaning given to it in the Security Deeds in respect of that Class;

Secured Parties, with respect to a Class of Commodity Securities, has the meaning given to it in the Security Deeds in respect of that Class and will include, without limitation, the Trustee, the Security Trustee, the Securityholders, the Agents and the Corporate Services Provider;

Secured Property means, with respect to a Class of Commodity Securities, the assets that are the subject of the security constituted by each applicable Security Deed and any other Security Document;

Securities Act means The United States Securities Act of 1933 as amended;

Security means a mortgage, charge, assignment, pledge, lien or other security interest securing any obligation of the Issuer or any other agreement or arrangement having a similar effect;

Security Deed means the Irish law governed security deed between the Issuer and the Security Trustee dated on or about the date hereof, and any other document designated as such by Issuer and the Trustee, as amended, supplemented, novated and/or replaced from time to time;

Security Document means any security document relating to the Commodity Securities pursuant to which Security over the Secured Property is created or perfected (including, for the avoidance of doubt, each Security Deed) and any other document designated as such by Issuer and the Trustee, as amended, supplemented, novated and/or replaced from time to time;

Securityholder and **holder** mean the bearer of any Bearer Security or the person in whose name a Registered Security is registered (as the case may be);

Series means, in relation to a Class of Commodity Securities issued on any date, the Commodity Securities that are issued on the same Issue Date with the same Principal Amount;

Settlement Failure means, in respect of a Redemption where the Securityholder has delivered the Commodity Securities to the Issuer (via the Relevant Clearing System or another method agreed with the Issuer), a failure by the Issuer to pay or to procure the payment of the whole of a Redemption Amount into the relevant Redemption Account on a Redemption Payment Date;

Settlement Failure Date means, in relation to a Settlement Failure, the date on which such Settlement Failure occurred;

Settlement Price means the end of day settlement price for the average of the week of the relevant Daily Dated Futures provided by the Valuation Agent;

Settlement Pricing has the meaning given to it in Condition 7.4.1(a);

Settlement Redemption Form has the meaning given to it in Condition 7.6 (*Redemption Forms*);

SOFR means in respect of any date of determination, the Secured Overnight Financing Rate administered by the Federal Reserve Bank of New York (or any successor administrator) and appearing on Bloomberg page SOFRRATE or any substituted publication and/or page therefor in respect of that day or the immediately preceding day for which it had a value, or, if not available, ascertained from any other source as the Issuer and an Exposure Provider may agree;

Swap Contract means in relation to Commodity Securities of a particular Class, a confirmation between the Issuer and an Exposure Provider entered into in accordance with a Master Swap Agreement and giving rise to matching rights and obligations to such Commodity Securities;

Swap Contract Termination means the termination or partial termination of a Swap Contract by an Exposure Provider in accordance with a Master Swap Agreement;

Tax or **Taxes** means any tax, duty, assessment or charge of whatsoever nature (including, without limitation, any tax on income, profits, gains, net wealth, asset values or turnover, value added tax, stamp duty, stamp duty reserve tax, excise, severance, sales, use, transfer, documentary, recording tax or duty or any other similar tax, duty or charge) imposed, levied, collected, withheld or assessed by any government, applicable tax authority or jurisdiction;

Trading Day means, in respect of the Daily Dated Futures to which that Class of Commodity Securities relates, a day on which the relevant Exchange for those Daily Dated Futures is open for trading during its regular trading session, notwithstanding such relevant Exchange closing prior to its scheduled closing time;

Transfer Agent means Citibank Europe Public Limited Company, as appointed pursuant to the Issuing and Paying Agency Agreement;

UCITS means an undertaking for collective investment in transferable securities that is established in accordance with the European Parliament and Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (No 2009/65/EC), as amended;

UK Prospectus Regulation means Regulation (EU) 2017/1129 as it forms part of the United Kingdom domestic law by virtue of the European Union (Withdrawal) Act of 2018;

uncertificated, **Uncertificated**, **uncertificated form** and **Uncertificated Form** means recorded on the Register as being held in uncertificated form, title to which is to be transferred by means of the Relevant Clearing System;

Uncertificated Registered Securities has the meaning given to it in Condition 2 (*Form and Title*);

Uncertificated Regulations means the Uncertificated Securities Regulations 2001 and the Irish Companies Act 1990 (Uncertificated Securities) Regulations 1996 (S.I. No. 68 of 1996), as amended by the Irish Companies Act 1990 (Uncertificated Securities) (Amendment) Regulations 2005 (S.I. No. 693 of 2005) and such other regulations made under section 239 of the Irish Companies Act 1990 having force within Ireland as are applicable to Euroclear and/or the "relevant system" (as defined in such regulations) and are from time to time in force;

Valuation Agent means Arrow Energy Markets (UK) Ltd (FRN: 1001689) or such other entity notified to the Issuer by an Exposure Provider; and

Written Resolution means a resolution in writing signed by or on behalf of not less than 75 per cent. of the Securityholders of the relevant Class who for the time being are entitled to receive notice of a Meeting held in accordance with the Master Trust Deed, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such Securityholders.

1.2 **Interpretation**

The following rules shall apply to the interpretation of these Conditions unless the context otherwise requires:

1.2.1 headings to Conditions, paragraphs and other provisions of these Conditions shall not affect the interpretation of these Conditions;

1.2.2 any reference to a person or persons includes reference to any individual, corporation, partnership, joint venture, association, public body, governmental authority or other entity;

1.2.3 words in the singular shall also include the plural and vice versa;

1.2.4 any reference to these Conditions or to any agreement or document includes a reference to these Conditions or, as the case may be, such agreement or document, as amended, varied, novated, supplemented or replaced from time to time;

1.2.5 any reference to a statute, statutory provision, regulation, directive or rule of any regulatory authority shall, unless the context otherwise requires, be construed as a reference to such statute, statutory provision, regulation, directive or rule as the same may from time to time be amended, modified, extended, consolidated, re-enacted or replaced; and

1.2.6 unless otherwise indicated, any reference in these Conditions to a time is a reference to the prevailing time in Dublin, Ireland.

2 FORM AND TITLE

2.1 The Commodity Securities may be issued in:

2.1.1 bearer form (including in new global note (**NGN**) form and in CGN form) and serially numbered (**Bearer Securities**);

2.1.2 in registered form (including in global registered form using the new safekeeping structure and in CGN form) (**Registered Securities**); or

2.1.3 in dematerialised uncertificated registered form which shall not be exchangeable for Bearer Securities (**Uncertificated Registered Securities**),

in each case in the Denomination and Relevant Currency specified in the Final Terms.

If it is stated in the Final Terms that the form of some or all of the Commodity Securities is "**Bearer**", such Commodity Securities are Bearer Securities. If it is so stated that the form of some or all of the Commodity Securities is "**Registered**", such Commodity Securities are Registered Securities. If it is so stated that the form of some or all of the Commodity Securities is "**Uncertificated Registered**", such Commodity Securities are Uncertificated Registered Securities. Unless otherwise stated in the Final Terms, the form of all of the Commodity Securities of a particular Class on issue will be the same.

In respect of Bearer Securities relating to a Class to be issued in global form, such Bearer Securities, will (a) if the Bearer Securities are intended to be issued in NGN form, as stated in the Final Terms relating to such Class, be delivered on or prior to the original Issue Date to a Common Safekeeper for Euroclear and Clearstream; and (b) if the Bearer Securities are intended to be issued in CGN form, as stated in the Final Terms relating to such Class, be delivered on or prior to the original Issue Date to a Common Depositary for Euroclear and Clearstream.

In respect of Registered Securities relating to a Class to be issued in global form, the Global Registered Certificate in respect of such Registered Securities will (a) if the Registered Securities are intended to be issued in global registered form using the new safekeeping structure, be registered in the name of a nominee for, and shall be deposited on its Issue Date with a Common Safekeeper on behalf of, Euroclear and Clearstream; and (b) if the Registered Securities are intended to be issued in CGN form, be registered in the name of a nominee for, and shall be deposited on its Issue Date with a Common Depositary on behalf of, Euroclear and Clearstream.

All Registered Securities of the same Class shall have the same Denomination. Bearer Securities shall not be exchangeable for Uncertificated Registered Securities.

Title to the Bearer Securities shall pass by delivery. Title to the Registered Securities shall pass by registration in the Register which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Issuing and Paying Agency Agreement.

Uncertificated Registered Securities shall be held in uncertificated registered form in accordance with the Uncertificated Regulations and as such are dematerialised and not constituted by any physical document of title. Uncertificated Registered Securities shall be cleared through Euroclear and are participating securities for the purposes of the Uncertificated Regulations. Notwithstanding anything to the contrary in the Conditions, for so long as the Uncertificated Registered Securities are participating securities: (a) the Uncertificated Registered Securities may be issued in Uncertificated Form in accordance with and subject as provided in

the Uncertificated Regulations; and (b) for the avoidance of doubt, these Conditions in respect of the Uncertificated Registered Securities shall remain applicable notwithstanding that they are not endorsed on any certificate or document of title.

Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Commodity Security shall be deemed to be and may be treated as the absolute owner of such Commodity Security for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Commodity Security shall be overdue and notwithstanding any notice of ownership, theft or Loss thereof or any writing thereon made by anyone and no person will be liable for so treating the holder.

3 TRANSFERS OF REGISTERED SECURITIES AND UNCERTIFICATED REGISTERED SECURITIES

3.1 Exchange of Bearer Securities

The Global Bearer Security relating to Bearer Securities is exchangeable (free of charge to the holder) on or after the Exchange Date in whole but not in part for Definitive Securities if the Global Bearer Security is held on behalf of a Relevant Clearing System and the Relevant Clearing System is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does, in fact, do so.

Exchange Date means a day falling not less than 60 calendar days after the date on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Paying Agent is located.

Any such exchange may be effected on or after an Exchange Date by the holder of the Global Bearer Security surrendering the Global Bearer Security to or to the order of the Issuing and Paying Agent. In exchange for the Global Bearer Security, the Issuer shall deliver, or procure the delivery of, duly executed and authenticated Definitive Securities in an aggregate number equal to the number of Commodity Securities represented by the Global Bearer Security submitted for exchange, security printed in accordance substantially in the form required under the Trust Deed.

Registered Securities may not be exchanged for Bearer Securities and Bearer Securities of one Denomination may not be exchanged for Bearer Securities of another Denomination. Bearer Securities may not be exchanged for Registered Securities.

3.2 Transfer of Registered Securities in definitive form

One or more Registered Securities may be transferred upon the surrender (at the specified office of the Registrar) of the Individual Certificate representing such Registered Securities to be transferred, together with the form of transfer endorsed on such Individual Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar may reasonably require. In the case of a transfer of part only of a holding of Registered Securities represented by one Individual Certificate, a new Individual Certificate shall be issued to the transferee in respect of the part transferred and a further new Individual Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Securityholders. A copy of the current regulations will be made available by the Registrar to any Securityholders upon request.

3.3 Exercise of options or partial Redemption in respect of Registered Securities

In the case of an exercise of an Issuer's or a Securityholder's option in respect of, or a Redemption of a part of, a holding of Registered Securities represented by a single Individual Certificate, a new Individual Certificate shall be issued to the holder in respect of the balance of the holding not subject to the exercise of such option or, as the case may be, Redeemed. New Individual Certificates shall only be issued against surrender of the existing Individual Certificates to the Registrar.

3.4 Delivery of new Individual Certificates

Each new Individual Certificate to be issued pursuant to Conditions 3.2 (*Transfer of Registered Securities in definitive form*) and 3.3 (*Exercise of options or partial Redemption in respect of Registered Securities*) will be available for delivery within 5 Business Days of surrender of the relevant Individual Certificate and, if applicable, receipt of the relevant request for exchange, form of transfer or notice of exercise together with such other evidence (if any) as may be required pursuant to the relevant Condition. Delivery of new Individual Certificate(s) shall be made at the specified office of the Registrar to whom surrender of such Individual Certificate and, if applicable, delivery of such request, form of transfer or notice of exercise shall have been made or, at the option of the holder making such delivery and surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, notice of exercise or otherwise in writing, shall be mailed at the risk of the holder entitled to the new Individual Certificate to such address as may be so specified.

Exchange and transfer of Commodity Securities on registration or transfer (as contemplated by this Condition 3.4 (*Delivery of new Individual Certificates*)) may be subject to a charge by or on behalf of the Issuer, the Issuing and Paying Agent, the Registrar, or any relevant agent of the Issuer and/or payment by the relevant Securityholder (or the giving by the relevant Securityholder of such indemnity as the Registrar may require in respect thereof) of any Tax or other governmental charges which may be imposed in relation to it.

3.5 Closed periods

No Securityholder may require the transfer of a Registered Security to be registered (i) during the period of 15 calendar days ending on the due date for Redemption of that Commodity Security, (ii) during the period of 15 calendar days prior to any date on which Commodity Securities may be Redeemed pursuant to Condition 7 (*Redemption*) (as applicable) or by the Issuer at its election pursuant to Condition 8.1 (*Issuer Call Redemption Event*), (iii) after any such Commodity Security has been drawn for Redemption in whole or in part, or (iv) during the period of 7 calendar days ending on (and including) any Record Date.

3.6 Exchange of Uncertificated Registered Securities

All transactions in respect of Uncertificated Registered Securities (including, without limitation, transfers of the Commodity Securities) in the open market or otherwise must be effected through an account with Euroclear. All transfers of the Commodity Securities shall be subject to and made in accordance with the Uncertificated Regulations and the rules, procedures and practices in effect of the Registrar and Euroclear. The Uncertificated Regulations and such rules, procedures and practices may change from time to time. No provision of the Conditions shall (notwithstanding anything to the contrary herein) apply or have effect to the extent that it is in any respect inconsistent with: (i) the holding of title to the Commodity Securities in Uncertificated Form, (ii) the transfer of title to Uncertificated Registered Securities by means of registration in the Register, or (iii) the Uncertificated Regulations.

If at any time the Commodity Securities cease to be held in Uncertificated Form and/or accepted for clearance through Euroclear, or notice is received by or on behalf of the Issuer that the Commodity Securities will cease to be held in Uncertificated Form and cleared through Euroclear and/or Euroclear is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statutory or otherwise) or Euroclear announces an intention permanently to cease business or does in fact do so, the Commodity

Securities shall continue to be in registered form and the Issuer, the Registrar, the Issuing and Paying Agent and any other relevant Programme Party may agree such procedures as they determine necessary in relation to the transfer of Uncertificated Registered Securities and shall as soon as reasonably practicable give notice thereof to the Securityholders in accordance with Condition 19 (*Notices*).

The provisions of the second paragraph of this Condition 3.6 (*Exchange of Uncertificated Registered Securities*) shall apply equally in the case where a holder ceases to be a Euroclear member, but for such purposes only the affected holder will need to be notified of the procedures adopted.

If the rules and procedures of the Registrar and/or for so long as the Uncertificated Registered Securities are held in Euroclear the rules and procedures of Euroclear include any closed period in which no Securityholder may require the transfer of an Commodity Security to be registered in the Register, such closed periods shall apply to Uncertificated Registered Securities. Details of any such closed period will be available from the Registrar.

4 CONSTITUTION AND STATUS

Each Class of Commodity Securities is constituted by the applicable Trust Deed and secured by the applicable Security Deed and each applicable Security Document. The Commodity Securities of each Class are secured, limited recourse obligations of the Issuer, at all times ranking *pari passu* and without any preference among themselves, secured in the manner described in Condition 6 (*Security and Limited Recourse*) and recourse in respect of which is limited in the manner described in Condition 6.2 (*Limited recourse and non-petition*).

5 PRICING OF COMMODITY SECURITIES

5.1 Calculation and publication the Price

The Calculation Agent shall determine the Price on each Pricing Day for each Class of Commodity Security. The Issuer shall publish or cause to be published such Price on each Pricing Day on the Issuer's Website up to (and including) the Redemption Payment Date in respect of all of the Outstanding Commodity Securities of such Class.

5.2 Calculation of the Price

The **Price** in respect of a Commodity Security on any Pricing Day shall be determined by the Calculation Agent as follows:

5.2.1 if the relevant calendar day is the Issue Date, the Price shall be equal to the Issue Price;

5.2.2 in relation to any other Pricing Day, the Price shall be an amount calculated by the Calculation Agent in accordance with the formula below:

$$P_{(i,t)} = (I_{(i,t)} / I_{(i,t-1)}) \times (1 - DA_{(i,t)}) \times P_{(i,t-1)}$$

where:

P(i,t) is the Price of a Commodity Security of class i for day t;

i refers to the relevant class of Commodity Security;

t refers to the applicable Pricing Day;

I(i,t) is the Portfolio Value which class i references on day t;

I(i,t-1) is the NAV of class i on the Pricing Day immediately prior to day t;

DA(i,t) is the Daily Adjustment applicable to class i on day t; and P(i,t-1) is the Price of an Commodity Security of class i on the Pricing Day immediately prior to day t.

5.3 **Daily Adjustment**

5.3.1 The **Daily Adjustment** is a daily rate expressed as a percentage in the Final Terms in respect of each Class of Commodity Securities. The Daily Adjustment in respect of a Class is applied to the Price on a daily basis to determine a daily deduction from the Price. The initial Daily Adjustment for each Class shall be set out in the Final Terms of the first Tranche of Commodity Securities for that Class.

5.3.2 The Daily Adjustment shall cease to apply to a Class of Commodity Securities on the Redemption Payment Date relating to such Class.

5.3.3 The Issuer may vary the Daily Adjustment in respect of a Class provided that no increase in the Daily Adjustment in respect of a Class will take effect unless the Securityholders of such Class have been given at least 30 calendar days' prior notice in accordance with Condition 19 (*Notices*).

5.3.4 The Issuer shall publish the Daily Adjustment in respect of each Class of Commodity Securities from time to time on the Issuer's Website.

5.4 **Market Disruption Day**

5.4.1 Where for the purposes of determining the Price a substitute value for a Daily Dated Future is calculated by the Calculation Agent for a Market Disruption Day, that substitute value shall be used in the calculation of the Price of Commodity Securities to which that Daily Dated Future is applicable for that Market Disruption Day.

5.4.2 Where the Calculation Agent calculates a substitute value for a Daily Dated Future it is or will be required to adopt and follow the following principles in making that calculation:

(a) the substitute value shall be based on the Calculation Agent's determination of the fair market value of the Daily Dated Future based on factors the Calculation Agent deems relevant, including, but not limited to, prices in other commodity markets, any available electronic or after hours trading prices, related over-the-counter or other non-exchange based prices, implied prices that may be derived from other exchange traded instruments, and estimated fair values based on fundamental market information; and

(b) in determining the substitute value, the Calculation Agent shall have regard to relative movements in prices in other commodity futures markets for the same or similar commodities which were not affected by the Market Disruption Event or other event.

6 **SECURITY AND LIMITED RECOURSE**

6.1 **Security**

The obligations of the Issuer in respect of each Class of Commodity Securities are secured pursuant to the Security Deed applicable to that Class by a first ranking floating charge in favour of the Security Trustee for the Securityholders over, and by an assignment by way of security of, all the Issuer's rights in relation to the Secured Property of that Class.

6.2 **Limited recourse and non-petition**

6.2.1 In respect of any claim against the Issuer in connection with any relevant Class of Commodity Securities or otherwise (whether arising under the relevant Trust Deed, the Programme Documents, the general law or otherwise), the Programme Parties and the Securityholders shall have recourse only to the Secured Property in respect of such relevant Class of Commodity Securities, and not to any other assets of the Issuer. If, following realisation in full of the Secured Property (whether by way of liquidation or enforcement) and application of available cash sums as provided in this Condition 15.3 (*Realisation of Security constituted under each Security Document*), the Trust Deed and any Security Deed, as applicable, any outstanding claim against the Issuer, whether secured or unsecured, remains unpaid, then such outstanding claim shall be extinguished and no debt shall be owed by the Issuer in respect thereof. None of the Programme Parties, the Securityholders or any other person acting on behalf of any of them shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, corporate service providers or directors to recover any further sum in respect of the extinguished claim and no debt shall be owed to any such persons by the Issuer in respect of such further sum.

6.2.2 None of the Programme Parties or the Securityholders or any person acting on behalf of any of them may, at any time, bring, institute or join with any other person in bringing, instituting or joining insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in relation to the Issuer or any of its assets (other than in respect of the Secured Property in respect of the Commodity Securities in question), and none of them shall have any claim arising with respect to the sums, assets and/or property attributable to any other securities issued by the Issuer (save for any further securities which form a single Class with the Commodity Securities).

6.2.3 The provisions of this Condition 6.2 (*Limited recourse and non-petition*) shall survive notwithstanding any Redemption of the Commodity Securities or the termination or expiration of any Programme Document.

6.3 **Issuer's rights as beneficial owner of Secured Property**

Notwithstanding Condition 16.1 (*Meetings of Securityholders*), unless otherwise directed in a Security Document at any time before the Security constituted by a Security Document in respect of a Class of Commodity Securities becomes enforceable, the Issuer may, without the sanction of an Extraordinary Resolution and without the prior written consent of the Trustee or Security Trustee:

6.3.1 take such action in relation to the Secured Property relating to the Commodity Securities as may not be prohibited by the Programme Documents; and

6.3.2 exercise any rights incidental to the ownership of the assets which are the subject of the Security constituted by the relevant Security Document and are exercisable by the Issuer and, in particular (but, without limitation, and without responsibility for their exercise), any voting rights in respect of such property and all rights to enforce any such ownership interests in respect of such property,

provided that the Issuer shall not exercise any rights with respect to such assets if it would be prejudicial to any Security in respect of such Commodity Securities or if it is directed to the contrary by the Trustee or by an Extraordinary Resolution. If such direction is given, the Issuer shall act only in accordance with such direction.

7 REDEMPTION

7.1 Redemption right

Each Commodity Security shall carry a right on Redemption pursuant to this Condition 7 (*Redemption*) or Condition 8 (*Compulsory Redemption*) to payment of:

(a) the higher of (i) the Principal Amount for that Class and (ii) the Price of that Class of Commodity Securities on the applicable Pricing Day determined in accordance with Condition 5.2 (*Calculation of the Price*); or

(b) where applicable, an amount determined by agreement between an Exposure Provider and a Securityholder which is an Authorised Participant in accordance with Condition 7.6.9.

7.2 Redemption by Authorised Participants

A Securityholder who is also an Authorised Participant may (subject to these Conditions) require the Issuer to Redeem all or any part of its holdings in Commodity Securities by submitting a valid Redemption Form specifying either Settlement Pricing or Agreed Pricing provided that if at any time a Redemption Amount is due to be paid by the Issuer in respect of a Redemption to a particular Authorised Participant, the amount payable by the Issuer may be discharged in whole or in part pursuant to the set-off provisions set out in the Authorised Participant Agreement.

7.3 Redemption by Other Securityholders

A Securityholder, who is not an Authorised Participant, may only require the redemption of any of its Commodity Securities using Settlement Pricing and only if:

7.3.1 on a Trading Day there are no Authorised Participants and the Securityholder submits a valid Redemption Form on such day; or

7.3.2 the Issuer has announced that redemptions by Securityholders will be permitted and the Securityholder submits on a Trading Day a notice of redemption in the form prescribed for such circumstances by the Issuer.

7.4 Redemption Amount

7.4.1 The Redemption Amount with respect to a Redemption shall be the amount in the Relevant Currency determined as follows:

(a) if the Redemption is effected using Settlement Pricing, an amount equal to the sum of the amounts determined in accordance with Condition 7.1 (*Redemption Right*) in respect of all of the Commodity Securities thereby Redeemed; or

(b) if the Redemption is effected using Agreed Pricing, the amount specified as the Redemption Amount in the Redemption Form.

7.4.2 The Issuer shall on the Redemption Payment Date in respect of any Redemption pay (or procure the payment of) the Redemption Amount in respect of that Redemption into the applicable Redemption Account.

7.5 **Redemption Limits**

7.5.1 Commodity Securities of a particular class may not be Redeemed on a day pursuant to a Redemption Form which specifies Settlement Pricing submitted by any Securityholder Holder (including any Authorised Participant) to the extent that the sum of the Prices of all Commodity Securities which are Redeemed on that day would exceed the sum of the Master Swap Agreement Redemption Limits for that class of Commodity Securities on that day (such limit being the **Redemption Limit** for that class of Commodity Securities).

For the purposes of this Condition, the **Master Swap Agreement Redemption Limits** with respect to a class of Commodity Securities and an Exposure Provider is the amount denominated in the Relevant Currency agreed between the Issuer and that Exposure Provider as the redemption limit in respect of the corresponding class of Swap Contracts under the relevant Master Swap Agreement.

7.5.2 For the purposes of the Redemption Limits, Redemption Forms will be dealt with in order of their actual receipt by the Issuer and, for the purpose of this Condition, Condition 7.6.2 shall be disregarded.

7.6 **Redemption Forms**

7.6.1 A Redemption Form:

(a) must be in writing;

(b) must specify the number and Class of any Commodity Securities to be Redeemed;

(c) must specify the account of such Securityholder into which the Issuer may make payment of the Redemption Amount, inclusive of VAT (if any) (the **Redemption Account**);

(d) must provide (if such information and evidence has not already been so provided) such information and evidence as the Issuer and its Registrars may require to comply with all applicable Irish and EU anti-money laundering laws and regulations, to include, but not limited to, the European Union (Anti-Money Laundering Beneficial Ownership of Corporate Entities) Regulations 2019, the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 (as amended by the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Acts 2013 and 2018); and

(e) is irrevocable once it has been submitted to the Issuer.

7.6.2 A Redemption Form shall be invalid in respect of a given class of Commodity Security:

(a) if the conditions in Condition 7.6.1 are not satisfied;

(b) if it is received by the Issuer at any time other than between 8.00 a.m. and 6.30 p.m. on a Trading Day;

(c) if it is given (or deemed to have been given) in respect of a Market Disruption Day for that class;

(d) where notice of a Compulsory Redemption Event has been given, if the Redemption Form is received on or after the Compulsory Redemption Date;

(e) if it is given in respect of more than one class of Commodity Security;

(f) to the extent that the number of Commodity Securities in aggregate to be Redeemed would result in a Redemption Limit being exceeded, and the relevant Exposure Provider does (or Exposure Provides do) not agree to that Redemption Limit being exceeded (in which event such Redemption Form will not be capable of being invalidated under this Condition 7.6.3(g) in respect of the greatest number of Commodity Securities of the relevant type or types that would not result in the Redemption Limit being exceeded);

and no Commodity Security shall be Redeemed in respect of or under any such Redemption Form.

If the Issuer considers that a purported Redemption Form is invalid, it shall notify the Securityholder giving that Redemption Form of that fact as soon as reasonably possible.

7.6.3 The Issuer shall not be obliged to Redeem any Commodity Securities where the relevant Exposure Provider has not confirmed a Swap Contract Termination in accordance with the terms of the Master Swap Agreement.

7.6.4 If a Master Swap Agreement has been terminated by reason of a Counterparty Event of Default, then no further Redemption Forms received on or after the date of such termination shall be effective.

Redemption Form – Settlement Pricing

7.6.5 A Redemption Form which specifies that Settlement Pricing (such form, a **Settlement Redemption Form**) will apply shall apply only in respect of the Pricing Day on which it is sent. A Settlement Redemption Form which is received by the Issuer on a Trading Day after the Notice Deadline but prior to 6.30 p.m. shall be deemed to be received by the Issuer at 8.00 a.m. on the following Business Day, unless the Issuer agrees to treat that Settlement Redemption Form as having been received prior to the Notice Deadline in which case it shall be deemed to have been received by the Issuer prior to the Notice Deadline.

7.6.6 If a Settlement Redemption Form is deemed received by the Issuer prior to the Notice Deadline on a Business Day ("***Day 1***") those Commodity Securities will be Priced on Day 1 (and that day shall be the Relevant Pricing Day and the Pricing Date for such Commodity Securities. If Day 1 is not a Pricing Day for any Commodity Security to be Redeemed pursuant to a Settlement Redemption Form the Redemption Form will be deemed received on the next Business Day (and no Pricing of Commodity Securities for that Settlement Redemption Form shall occur before then) and that Business Day will then constitute Day 1 for the Settlement Redemption Form.

7.6.7 Within one Business Day after the Pricing Date in respect of any Settlement Redemption Form, the Issuer shall notify the relevant Securityholder of the Redemption Amount payable in respect of that Settlement Redemption Form, determined as provided above.

7.6.8 The Issuer may change or vary the procedures for the lodgement of Settlement Redemption Forms and these Conditions shall be modified in respect of Redemptions using Settlement Pricing to the extent of any such change or variation.

Redemption Form – Agreed Pricing

7.6.9 An Exposure Provider and an Authorised Participant may submit a Redemption Form which specifies Agreed Pricing (such form, an **Agreed Redemption Form**) to the Issuer (either jointly, or in separate notices). Such an Agreed Redemption Form is conclusive evidence that the Exposure Provider and the Authorised Participant have agreed upon the Redemption by the Issuer of the

number of Commodity Securities specified in the notice(s), and the amount which is the Redemption Amount for those Commodity Securities.

7.6.10 If an Exposure Provider and an Authorised Participant purport to send an Agreed Redemption Form by separate notices:

(a) which are inconsistent with one another in relation to any of the items referred to in Condition 7.6.12(a), 7.6.11 (b) or 7.6.11 (c); or

(b) one of which is invalid under Condition 7.6.12,

those notices shall not constitute a valid Agreed Redemption Form and the Issuer shall reject the notices and advise that Exposure Provider and that Authorised Participant accordingly.

7.6.11 Where an Agreed Redemption Form is submitted by separate notices from the Authorised Participant and an Exposure Provider, the Issuer shall be deemed to have received the Agreed Redemption Form at the time that it is deemed to receive the second of the two notices.

7.6.12 An Agreed Redemption Form shall be invalid if it does not set out:

(a) the number Commodity Securities to be Redeemed;

(b) the Redemption Amount for that Redemption (stated as a total amount); and

(c) the Redemption Payment Date for that Redemption, which shall be not earlier than two Business Days following the day on which the Agreed Redemption Form is deemed received by the Issuer.

8 COMPULSORY REDEMPTION

8.1 Issuer Call Redemption Event

The Issuer may in its absolute discretion Redeem all (but not some only) of the Commodity Securities of any class at the applicable Redemption Amount and will be entitled to determine the Compulsory Redemption Date for that purpose which shall be a date not less than 30 days (or seven days in the event of termination of any Master Swap Agreement or termination of an Master Swap as it applies to a class or classes of Swap Contract(s)) following the Issuer giving notice of its intention to require such Redemption to each Securityholder. The Issuer may Redeem one class of Commodity Securities without Redeeming the other(s).

8.2 Compulsory Redemption Events

Each of the following events shall be a compulsory Redemption event in respect of the Commodity Securities of a Class (each a **Compulsory Redemption Event**):

8.2.1 *Counterparty Event of Default*: if a Counterparty Event of Default has occurred and is continuing, the Trustee may at any time, at its discretion, and shall if so directed in writing by Securityholders holding not less than 25 per cent. of the Commodity Securities of the corresponding class or classes then outstanding or, pursuant to an Extraordinary Resolution, the Trustee having first been indemnified and/or secured to its satisfaction, give notice to the Issuer that the Commodity Securities of the corresponding Class or Classes are required to be Redeemed and nominating a Business Day falling not less than 20 Business Days from the giving of such notice to be a Compulsory Redemption Date, whereupon (subject to Condition 8.3) the Issuer shall be obliged to Redeem the Commodity Securities of the corresponding Class or Classes on such date at the Redemption Amount.

8.2.2 *Issuer Insolvency Event*: if an Issuer Insolvency Event has occurred and is continuing, the Trustee may at any time, at its discretion, and shall if so directed in writing by Securityholders holding not less than 25 per cent. of all the Commodity Securities outstanding or, pursuant to an Extraordinary Resolution, the Trustee having first been indemnified and/or secured to its satisfaction, give notice to the Issuer that the Commodity Securities are required to be Redeemed and nominating a Business Day falling not less two Business Days from the giving of such notice to be a Compulsory Redemption Date, whereupon the Issuer shall be obliged to Redeem the Commodity Securities on such date at the Redemption Amount.

8.2.3 *Issuer Call Redemption Event*: an Issuer Call Redemption Event occurs pursuant to Condition 8.1 (*Issuer Call Redemption Event*).

8.2.4 *Intra-Day Pricing Event*: if the Calculation Agent notifies the Issuer that the Intra-day Price of Swap Contracts of the same class as the Commodity Securities has fallen to or below zero at any time during any Trading Day and an Exposure Provider notifies the Issuer that Swap Contracts of that class have been terminated, then the Commodity Securities corresponding to the effected Swap Contracts will automatically be subject to a compulsory Redemption on that day on the basis that the Price of such Commodity Securities shall be zero.

8.3 **Master Swap Agreement Termination**

If a Master Swap Agreement is terminated by reason of a Counterparty Event of Default, the Issuer shall give notice of its intention to require the Redemption of all outstanding Commodity Securities of the corresponding class or classes to each Securityholder and nominating a Business Day falling not less seven Business Days from the giving of such notice to be a Compulsory Redemption Date, whereupon the Issuer shall be obliged to Redeem the Commodity Securities of the corresponding Class or Classes on such date at the Redemption Amount.

9 SETTLEMENT OF REDEMPTION AMOUNTS

9.1 Where a Redemption Form has been given for the Redemption of Commodity Securities, the Securityholder which holds those Commodity Securities which are the subject of that Redemption must deposit the Commodity Securities in question into an appropriate account with the Relevant Clearing System and give correct delivery versus payment instructions in accordance with the Redemption Form if they were in Uncertificated Form, or otherwise deliver the Commodity Securities to be Redeemed and any certificates representing them to the Issuer in such manner as the Issuer may agree if they are in Certificated Form. Once a valid Redemption Form is given in respect of Commodity Securities, the Commodity Securities in respect of which it was given may not be transferred by the Securityholder (except to the Issuer), and the Issuer may refuse to recognise any subsequent transfer of any of those Commodity Securities.

9.2 Failure by a Securityholder to deposit those Commodity Securities into an appropriate account with the Relevant Clearing System and give correct delivery versus payment instructions shall not invalidate the Redemption of those Commodity Securities. Where settlement of a Redemption of Commodity Securities is delayed due to the failure of the Securityholder to deposit the Commodity Securities in question into an appropriate account with the Relevant Clearing System or give correct delivery versus payment instructions or otherwise deliver such Commodity Securities and any certificates representing them in a manner agreed by the Issuer, the Securityholder shall not be entitled to any interest on the Redemption Amount after the Redemption Payment Date. If the Securityholder fails to deliver such Commodity Securities to the Issuer (via with the Relevant Clearing System or another method agreed with the Issuer), the Issuer shall be entitled to pay the Redemption Amount in respect thereof into the Trustee's Redemption Account (to be held on trust for the Security Holder), and to cancel the entry in the Register in respect of those Commodity Securities.

9.3 Where Commodity Securities are Redeemed in accordance with Condition 8 (*Compulsory Redemption*), the Issuer shall be entitled, upon payment of the Redemption Amount (less the Redemption Fee, if applicable) into the applicable Redemption Account to cancel the entry in the Register in respect of those Commodity Securities being Redeemed.

9.4 Save to the extent that the proviso to Condition 7.3 applies, payment of the Redemption Amount (less any applicable Redemption Fee deducted under Condition 10 (*Redemption Fee*) into the applicable Redemption Account on the Redemption Payment Date is in full satisfaction of all liability which the Issuer has to Securityholders in respect of the Commodity Securities which have been Redeemed.

9.5 The Issuer may, at any time, notify a Securityholder that an Exposure Provider may have to withhold or deduct from a payment for a Swap Contract Termination that corresponds to any Redemption by that Securityholder an amount for or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect and such notice shall specify any form or document to be delivered by beneficial owners of Commodity Securities that may allow the Exposure Provider to make such payment without any such withholding or deduction or with such withholding or deduction at a reduced rate. If such forms or documents are not provided to the Issuer and the relevant Exposure Provider by the relevant Securityholder or if it is not the beneficial owner of Commodity Securities held by such Securityholder and which are to be redeemed, such beneficial owner, then any such payment will be reduced (and the matching obligation of the Issuer to pay any Redemption Amount to that Securityholder will also be reduced) by the amount of the withholding or deduction. If there is more than one Exposure Provider the Issuer shall not be under any obligation to select the Exposure Provider to whom the Swap Contract Termination relates with a view to minimising or avoiding any such withholding or deduction or otherwise and shall have no liability to Securityholders in respect of any such selection or otherwise in relation to any such withholding or deduction.

9.6 Following the occurrence of a Settlement Failure, interest shall accrue on any balance of the Redemption Amount not paid or otherwise discharged by or on behalf of the Issuer from the Settlement Failure Date. Such interest shall:

9.6.1 accrue at the Funding Rate from and including the Settlement Failure Date to but excluding the date falling two Business Days after the Settlement Failure Date, and thereafter at the Default Rate; and

9.6.2 cease to accrue on the date on which such balance is paid into the relevant Redemption Account.

10 REDEMPTION FEE

10.1 Subject as provided below, it is a condition to the performance by the Issuer of the obligation to Redeem Commodity Securities, that the Issuer may deduct the Redemption Fee from the Redemption Amount and that if it does not the Securityholder of such Commodity Securities shall pay to the Issuer the Redemption Fee in respect of such Redemption in accordance with this Condition 10.

10.2 On a Redemption of Commodity Securities at the request of an Authorised Participant, the Redemption Fee shall be an amount up to 30 basis points (0.30%) of the Redemption Amount (or such other amount as may be agreed by the Issuer and that Authorised Participant at the time of the Redemption) for each Redemption Form, regardless of the number of Commodity Securities being redeemed.

10.3 On a Redemption of Commodity Securities at the request of the Securityholder which is not also an Authorised Participant, (where there are no Authorised Participants), the Redemption Fee shall be an amount equal to the cost to the Issuer of satisfying such Redemption request, which shall be notified to the Security

Holder at the time of the Redemption being not greater than $3,000 or such other amount as may be notified through a RIS.

10.4 On a Compulsory Redemption of Commodity Securities by the Issuer or at the request of the Trustee, the Redemption Fee shall be an amount equal to the cost to the Issuer incurred in relation to the Redemption, including the costs of enquiries under Conditions 16.5 (*Prohibition on U.S. Persons*) and 16.6 (*ERISA Prohibition*) and the cost of giving notices under Condition 8 (*Compulsory Redemption*) being not greater than $3,000 or such other amount as may be notified through a RIS. The Issuer shall notify Securityholders whose Commodity Securities are subject to Compulsory Redemption of the amount of those costs, and their allocation to particular Securityholders, at the time of the Redemption.

10.5 The Issuer may set off any amount payable to the Issuer in accordance with this Condition 10 by the holder of Commodity Securities in respect of the Redemption Fee against the Redemption Amount payable by the Issuer to such holder.

10.6 The Issuer may vary the Redemption Fee at any time after giving 30 days' written notice to Securityholders

11 SATISFACTION OF REDEMPTION FORMS BY TRANSFER

The Issuer may in its absolute discretion elect to satisfy Redemption Forms by transfer of the appropriate number of Commodity Securities to one or more Authorised Participant from Securityholder(s) seeking Redemption, and for that purpose the Issuer may authorise any person on behalf of the Securityholder to execute one or more instruments of transfer in respect of the relevant number(s) of Commodity Securities provided that the amount payable by the Authorised Participant shall still be an amount equal to the relevant Redemption Amount (less the Redemption Fee) and the relevant Redemption Date will be the date of the transfer(s).

12 PAYMENTS, CALCULATIONS, AGENTS AND RECORDS

12.1 Payments net of Taxes

All payments or deliveries in respect of the Commodity Securities shall be made net of, and after allowance for, any withholding or deduction for, or on account of, any Taxes. In the event that any withholding or deduction for, or on account of, any Tax applies to payments or deliveries in respect of the Commodity Securities, the Securityholders will be subject to such Tax or deduction and shall not be entitled to receive amounts to compensate for any such Tax or deduction. No Event of Default shall occur as a result of any such withholding or deduction.

12.2 Payments

For as long as the Commodity Securities are represented by a Global Security deposited with a Relevant Clearing System and held by the Relevant Clearing System or a Common Depositary, Common Safekeeper or nominee, as applicable, on behalf of the Relevant Clearing System, the obligations of the Issuer under the Conditions to make payments or deliveries in respect of the Commodity Securities will be discharged by payment to, or to the order of, the holder of the Global Security, subject to and in accordance with the terms of such Global Security. Each of the persons shown in the records of the Relevant Clearing System as owning Commodity Securities represented by such Global Security must look solely to the Relevant Clearing System for his share of any payment made by the Issuer to, or to the order of, the holder of the Global Security. Payments made to any person shown in the records of the Relevant Clearing System as owning any Commodity Security represented by the Global Security shall be subject to and made in accordance with the rules of the Relevant Clearing System.

12.3 **Payments subject to fiscal laws**

All payments and/or deliveries (as applicable) in respect of the Commodity Securities are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment. No commission or expenses shall be charged to the Securityholders in respect of such payments.

12.4 **Calculations**

12.4.1 The Calculation Agent will, as soon as reasonably practicable on such date and/or at such time as the Calculation Agent is required in accordance with the Calculation Agency Agreement and the Conditions and any other Relevant Provisions, perform such duties and obligations as are required to be performed by it in accordance therewith.

12.4.2 The calculation by the Calculation Agent of any amount, price, rate or value required to be calculated by the Calculation Agent under the Relevant Provisions shall be made in good faith and shall (in the absence of manifest error) be final and binding on the Issuer, the Securityholders and the Programme Parties.

12.5 **Calculation by an alternative agent**

If at any time after the Security in respect of a Class of Commodity Securities has become enforceable pursuant to Condition 15 (*Enforcement*) and the Calculation Agent does not make any calculation relating to the Price or any Redemption Amount when required pursuant to the Conditions and the Programme Documents then the Issuer will appoint an alternative agent on its behalf to make any calculation in place of the Calculation Agent. Any such calculation shall, for the purposes of the Conditions and the Programme Documents be deemed to have been made by the Calculation Agent. In doing so, the appointed agent shall apply the provisions of the Conditions and/or the relevant Programme Document(s), with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in the circumstances. The Trustee shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, the Securityholders or any Programme Party for any calculations (or any delay or failure in making any calculation) so made and will not be obliged to make such determination itself.

12.6 **Calculation Agent**

12.6.1 Subject as provided in the Conditions and the Calculation Agency Agreement, the Issuer shall use all reasonable efforts to procure that there shall at all times be a Calculation Agent for so long as any of the Commodity Securities are Outstanding. If the Calculation Agent resigns or its appointment is terminated for any reason, the Issuer shall use all reasonable efforts to appoint a reputable entity that provides services of a similar type to those required of the Calculation Agent under the Relevant Provisions or a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap, commodity or over-the-counter commodity futures and options or index options market) that the Issuer reasonably determines is capable of making the calculation(s) required to be made by the Calculation Agent under the Relevant Provisions to act as such in its place.

12.6.2 The Calculation Agent shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, any Securityholder, any other Programme Party or any other person for any Loss incurred by any such person that arises out of or in connection with the performance by the Calculation Agent of its obligations under the Calculation Agency Agreement, the Conditions and the other Relevant Provisions provided that nothing shall relieve the Calculation Agent from any Loss arising by reason of acts or omissions constituting bad faith, fraud or gross negligence of the Calculation Agent (any such act or omission, a **Calculation Agent Breach**).

12.6.3 If the Calculation Agent would, but for the operation of this Condition12.6.3, be held liable for any Loss arising as the result of a Calculation Agent Breach, the Calculation Agent shall nevertheless incur no liability to the Issuer, any Securityholder, any other Programme Party or any other person if such Calculation Agent Breach results solely and directly from either (i) the failure by any other Programme Party to provide any notice, instruction or direction which such Programme Party is required or permitted to give under the Conditions or any relevant Programme Document or Security Document, or (ii) a delay in the delivery by any other Programme Party of any notice, instruction or direction which such Programme Party is required or permitted to give to the Calculation Agent under the Conditions or any relevant Programme Document or Security Document.

12.6.4 If the Calculation Agent would, but for the operation of this Condition 12.6.4, be held liable for any Loss arising as the result of a Calculation Agent Breach, the Calculation Agent shall nevertheless incur no liability to the Issuer, any Securityholder, any other Programme Party or any other person if such Calculation Agent Breach results solely and directly from the reliance by the Calculation Agent upon a rate, amount, quotation, value or other calculation or determination notified to the Calculation Agent pursuant to the Conditions and/or any relevant Programme Document or Security Document which is made by another Programme Party in accordance with the Conditions and the terms of any relevant Programme Document or Security Document.

12.6.5 The Calculation Agent has no obligation towards or relationship of agency or trust with any Securityholder.

12.6.6 The Calculation Agent has no duties or responsibilities except those expressly set forth in the Conditions, the Calculation Agency Agreement and the other Relevant Provisions and no implied or inferred duties or obligations of any kind will be read into the Calculation Agency Agreement against or on the part of the Calculation Agent. The Calculation Agent will not, and will not be deemed to, assume or be liable for the obligations or duties of the Issuer or any other person under the Conditions, the Trust Deed or any other Programme Document or Security Document unless otherwise agreed pursuant to the Relevant Provisions.

12.7 **Appointment of Agents**

Save as provided below, the Agents act solely as agents of the Issuer. The Agents do not assume any obligation or relationship of agency or trust for or with any Securityholder. The Issuer reserves the right at any time with the prior written approval of the Trustee and in accordance with the provisions of the relevant Administration Agreement, Account Bank Agreement, Issuing and Paying Agency Agreement, or Calculation Agency Agreement as applicable, to vary or terminate the appointment of the Administrator, the Calculation Agent, the Account Bank, the Issuing and Paying Agent or any Registrar or Transfer Agent and to appoint additional or other Registrars, Transfer Agents, Administrators, Issuing and Paying Agents, Account Banks or Calculation Agents. Without prejudice to the provisions for the automatic termination of the appointment of an Agent in connection with the occurrence of an insolvency or similar event or proceedings in the relevant Programme Documents or Security Documents, the Issuer shall use reasonable endeavours to at all times maintain (i) an Administrator, (ii) a Calculation Agent, (iii) an Issuing and Paying Agent, (iv) an Account Bank and (v) such other agents as may be required by any stock exchange on which the Commodity Securities may be listed, in each case, as approved by the Trustee. Notice of any change of Agent or any change to the specified office of an Agent shall promptly be given to the Securityholders by the Issuer in accordance with Condition 19 (*Notices*).

Pursuant to the terms of the Trust Deed, at any time after an Event of Default has occurred in relation to the Commodity Securities, the Trustee may (i) by notice in writing to the Issuer, the Administrator, the Account Bank, the Registrar, the Transfer Agent, the Issuing and Paying Agent and/or the Calculation Agent, require any and all of such Agents, until notified by the Trustee to the contrary, so far as permitted by applicable law

to (a) act as agent of the Trustee under the Trust Deed and the Commodity Securities mutatis mutandis on the terms of the Administration Agreement, Account Bank Agreement, Issuing and Paying Agency Agreement or Calculation Agency Agreement, as applicable (with consequential amendments as necessary) and except that the Trustee's liability for the indemnification, remuneration and all other expenses of such Agents (if any) shall be limited to the amounts for the time being held by the Trustee in respect of the Commodity Securities on the terms of the Trust Deed and which are available (after application in accordance with the relevant order of priority set out in Condition 15.3 (*Application of proceeds of enforcement of Security*) to discharge such liability); or (b) deliver the Commodity Securities and all monies, documents and records held by them in respect of the Commodity Securities to or to the order of the Trustee or as the Trustee directs in such notice, and (ii) by notice in writing to the Issuer require it to make all subsequent payments in respect of the Commodity Securities to or to the order of the Trustee and not to the Issuer and/or the Registrar (as the case may be) with effect from the receipt of any such notice by the Issuer.

12.8 **Business day convention**

If any date referred to in the Conditions would otherwise fall on a day that is not a Business Day, then such date shall be postponed to the next day that is a Business Day.

12.9 **Records**

For so long as the Commodity Securities are represented by a Global Security in NGN form, the records of the Relevant Clearing Systems (which expression in this Condition 12.9 (*Records*) means the records that each Relevant Clearing System holds for its customers which reflect the amount of such customers' interests in the Commodity Securities) shall be conclusive evidence of the number of the Commodity Securities represented by the Global Security and, for these purposes, a statement issued by the Relevant Clearing System (which statement shall be made available to the bearer upon request) stating the number of Commodity Securities represented by the Global Security at any time shall be conclusive evidence of the records of the Relevant Clearing System at that time.

12.10 **Negotiability of Global Bearer Security**

A Global Bearer Security is a bearer document and negotiable and accordingly:

12.10.1 is freely transferable by delivery and such transfer shall operate to confer upon the transferee all rights and benefits appertaining hereto and to bind the transferee with all obligations appertaining hereto pursuant to these Conditions;

12.10.2 the holder of the Global Bearer Security is and shall be absolutely entitled as against all previous holders to receive all amounts by way of amounts payable or deliverable upon Redemption or otherwise payable or deliverable in respect of the Global Bearer Security and the Issuer waives as against such holder and any previous holder of the Global Bearer Security all rights of set-off or counterclaim that would or might otherwise be available to it in respect of the obligations evidenced by the Global Bearer Security; and

12.10.3 payment upon due presentation of the Global Bearer Security will operate as a good discharge against such holder and all previous holders of the Global Bearer Security.

13 **RESTRICTIONS**

13.1 So long as any of the Commodity Securities of any Class remain Outstanding, the Issuer shall not, without the prior written consent of the Trustee:

13.1.1 engage in any business activities, save that the Issuer may without consent engage in any of the following activities (or any other business activity which relates to or is incidental thereto):

(a) issue, enter into, amend, redeem, exchange or repurchase and cancel or reissue or resell all or some only of the Commodity Securities of any Class under the Programme as may be provided in these Conditions and the Trust Deed and the Programme Documents and in connection therewith enter into or amend any Programme Documents or Security Documents accordingly;

(b) enter into or amend any Authorised Participant Agreement or Master Swap Agreement;

(c) acquire and own rights, property or other assets which are to comprise Secured Property for a Class of Commodity Securities issued under the Programme so as to enable it to discharge its obligations under such Class, and any relevant Programme Document or Security Document relating to such Class;

(d) perform its respective obligations under any Commodity Securities issued under the Programme, and any relevant Programme Document or Security Document entered into by it in connection with such Class, and any agreements incidental to the granting of Security relating to any such Class of Commodity Securities or incidental to the issue and constitution of any Class of Commodity Securities issued under the Programme;

(e) engage in any activity in relation to the Secured Property or any other Programme Document or Security Document contemplated or permitted by the Conditions or such Programme Document or Security Document relating to any Class of Commodity Securities;

(f) subject as provided in the relevant Trust Deed, the applicable Security Deed and in the Conditions relating to any Class of Commodity Securities enforce any of its rights whether under the relevant Trust Deed, the applicable Security Deed, any other Programme Document, Security Document or otherwise under any agreement entered into in relation to any Class of Commodity Securities or any Secured Property relating to any such Class;

(g) issue unsecured debt securities, on the conditions that (i) the proceeds of such debt securities shall be used by the Issuer to disburse loans to the holder(s) of such debt securities; and (ii) the holder of such debt securities shall have no right to enforce the obligations of the Issuer thereunder; and

(h) perform any other act incidental to or necessary in connection with any of the above (which shall include, without limitation, the appointment of auditors and any other administrative or management functions necessary to maintain the Issuer and/or to keep it operating and/or to comply with any laws, regulations or rules applicable to it);

13.1.2 cause or permit the terms of the Security granted under the Trust Deed or the applicable Security Deed and the order of priority specified in the Conditions, the Trust Deed and the applicable Security Deed, as applicable, to be amended, terminated or discharged (other than as contemplated by the relevant Trust Deed, Security Deed, and/or the Conditions relating to such Class of Commodity Securities);

13.1.3 release any party to the relevant Trust Deed, the applicable Security Deed or any other relevant Programme Document or Security Document relating to a Class of Commodity Securities from any existing obligations thereunder (other than as contemplated by the relevant Trust Deed, Security Deed, and/or the Conditions relating to such Class of Commodity Securities);

13.1.4 issue any Commodity Securities of the relevant class unless it has entered into or will enter into at the same time a Swap Contract under which the fixed amount payable by the Issuer shall correspond with the Principal Amount of the Commodity Securities referred to in the corresponding Creation Notice;

13.1.5 have any subsidiaries;

13.1.6 sell, transfer or otherwise dispose of any assets that are the subject of the Security constituted by the Trust Deed or each relevant Security Document or any other part of the Secured Property in respect of any Class of Commodity Securities or Secured Property or any right or interest therein or thereto or create or allow to exist any charge, lien or other encumbrance over such Secured Property (to the extent it relates to the Issuer) except in accordance with the Conditions of the relevant Commodity Securities of any such Class, the Calculation Agency Agreement, the relevant Trust Deed for any such Class, the applicable Security Deed and any other Programme Document relating to any such Class as may be applicable;

13.1.7 consent to any variation of, or exercise any powers or consent or waiver pursuant to, the terms of any of the Conditions, the relevant Trust Deed, any Security Deed or any other Programme Document (excluding any Authorised Participant Agreement and/or Master Swap Agreement) or Security Document relating to any Class of Commodity Securities (other than as contemplated or permitted by the Conditions and the relevant Programme Documents or Security Documents);

13.1.8 consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any person (other than as contemplated by the relevant Trust Deed, any Security Deed and the Conditions for any Class of Commodity Securities);

13.1.9 have any employees;

13.1.10 issue any shares (other than such shares in the capital of the Issuer as were issued at the time of its incorporation) or make any distribution to its shareholders;

13.1.11 declare any dividends;

13.1.12 open or have any interest in any account with a bank or financial institution unless such account (i) relates to a Class of Commodity Securities, any Secured Property relating to a Class of Commodity Securities or any party thereto and the Issuer's interest in such account is simultaneously charged in favour of the Security Trustee, so as to form part of the relevant Secured Property relating to such Class of Commodity Securities, or (ii) is opened in connection with the administration and management of the Issuer and only moneys necessary for that purpose are credited to it;

13.1.13 purchase, own, or otherwise acquire any real property (including office premises or like facilities);

13.1.14 guarantee, act as surety for or become obligated for the debts of any other entity or person or enter into any agreement with any other entity or person whereby it agrees to satisfy the obligations of such entity or person or any other entity or person;

13.1.15 acquire any securities or shareholdings whatsoever from its shareholders or enter into any agreements whereby it would be acquiring the obligations and/or liabilities of its shareholders;

13.1.16 except as contemplated by any relevant Programme Document, Security Document, the Conditions relating to a Class of Commodity Securities, and/or the agreements contemplated by Condition 13.1.6 above, advance or lend any of its moneys or assets, including, but not limited to,

the rights, property or other assets comprising the Secured Property for any such Class of Commodity Securities, to any other entity or person;

13.1.17 subject as provided in paragraph 13.1.1 above, incur any other indebtedness for borrowed moneys, other than (subject to Conditions 6 (*Security and Limited Recourse*) and 18 (*Further Commodity Securities*)) issuing further Commodity Securities under the Programme (which may or may not form a single Class with the Commodity Securities of any Class and may or may not be guaranteed by a third party) and creating or incurring further obligations relating to such Commodity Securities, provided that:

(a) if such further Commodity Securities are not to form a single Class with any other Class of Commodity Securities, such further Commodity Securities and obligations are secured on assets of the Issuer other than (i) the assets which are the subject of the Security constituted by the relevant Trust Deed relating to any other Class of Commodity Securities, and (ii) the Issuer's share capital; and

(b) such further Commodity Securities and obligations are secured *pari passu* upon the assets which are the subject of the Security constituted by the relevant Security Document relating to the Class of Commodity Securities with which such Commodity Securities are to form a single Class, all in accordance with Condition 18 (*Further Commodity Securities*) of the relevant Class of Commodity Securities,

provided that the Issuer shall not take any action (even where the prior written consent of the Trustee is obtained) if such action is, in the opinion of the Issuer, inconsistent with the objects of the Issuer as specified in its memorandum and articles of association.

14 PRESCRIPTION

Claims against the Issuer for payment under the Conditions in respect of the Commodity Securities shall be prescribed and become void unless made within 10 years from the date on which the payment of Principal in respect of the Commodity Securities first became due or (if any amount of the money payable was improperly withheld or refused) the date on which payment in full of the amount Outstanding was made or (if earlier) the date 7 days after that on which notice is duly given to the Securityholders that, upon further presentation of the Security being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation (such date the **Relevant Date**) save that if the Commodity Securities are in global bearer form claims in respect of Principal in respect of the relevant Global Bearer Security shall become void unless the Global Bearer Security is presented for payment within a period of 10 years from the appropriate Relevant Date.

15 ENFORCEMENT

15.1 Events of Default

If any of the following events occurs (each, an **Event of Default**), the Trustee at its absolute discretion may, or will if so directed in writing by holders of at least 25 per cent. of the Commodity Securities of a Class then Outstanding (or in the case of an Issuer Insolvency Event, by the holders of at least 25 per cent. of all the Commodity Securities than Outstanding) or if so directed by an Extraordinary Resolution of a Class of Commodity Securities (provided that in each case the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction), give notice to the Issuer (copied to each relevant Programme Party) (such notice a **Default Redemption Event Notice**) that such relevant Class of Commodity Securities are, and they shall immediately become, due and payable:

(a) the Issuer defaults in the payment of any sum due in respect of a Class of Commodity Securities or any of them for a period of 14 calendar days or more;

(b) the Issuer does not perform or comply with any one or more of its obligations (other than a payment obligation) under a Class of Commodity Securities, the Trust Deed, the Security Deeds or any other Programme Document relating to that Class, which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not remedied within 30 calendar days (or such longer period as the Trustee may permit) after notice of such default shall have been given to the Issuer by the Trustee (and, for these purposes, a failure to perform or comply with an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time);

(c) a Counterparty Event of Default has occurred and is continuing; or

(d) any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer, save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution;

(e) any application being made or other steps being taken for the appointment of an administrator or similar or analogous official in relation to the Issuer, or any appointment being made of a receiver, administrative receiver, administrator, examiner or similar official in relation to the Issuer or its assets or any distress or execution being levied or enforced upon or sued out against, or any encumbrance (other than the Trustee) taking possession of all, or substantially all, of the assets of the Issuer and any other analogous or similar proceedings or events occurring in any jurisdiction;

(f) the Issuer ceasing or threatening to cease to carry on its business; and

(g) the Issuer being, or being deemed to be, unable to pay its debts as they become due.

The Issuer will, as soon as reasonably practicable, after receipt of a Default Redemption Event Notice, give notice thereof to the applicable Securityholders of such Class.

15.2 **Enforcement**

15.2.1 The Trustee may, at any time after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Securityholder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured to its satisfaction, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Deed and the security constituted by the Security Documents in respect of the Commodity Securities to which such Defaulted Obligation relates.

15.2.2 The Trustee may, at any time, if an Event of Default has occurred and is continuing, at its absolute discretion and shall if so directed in writing by holders of at least 25 per cent. of the Commodity Securities of a Class then Outstanding (or in the case of an Issuer Insolvency Event, by the holders of at least 25 per cent. of all the Commodity Securities than Outstanding) or if so directed by an Extraordinary Resolution of a Class of Commodity Securities (provided that in each case the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction), take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Deed and the security constituted by the Security Documents in respect of all outstanding Commodity Securities of the relevant Class.

15.2.3 Where an Counterparty Event of Default and/or Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a Securityholder to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action in accordance with Condition 15.1 (*Events of Default*) until the expiry of 30 days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 days, the Trustee has elected, or been required, to take action in accordance with Condition 15.2 (*Enforcement*).

15.2.4 Pursuant to the terms of the Trust Deed, only the Trustee may, at its absolute discretion and without further notice, direct the Security Trustee to take such action or step or institute such proceedings against the Issuer, as it may think fit to enforce the rights of the holders of the Commodity Securities against the Issuer whether the same arise under general law, the Trust Deed or the Commodity Securities, any other relevant Programme Document or otherwise, but, in each case, it need not take any such action or step or institute proceedings unless, in accordance with the terms of the Trust Deed, the Trustee is so directed by an Extraordinary Resolution or in writing by holders of at least 25 per cent. of the Commodity Securities of the relevant Class then Outstanding (or in the case of an Issuer Insolvency Event, by the holders of at least 25 per cent. of all the Commodity Securities than Outstanding) and it shall have been secured and/or pre-funded and/or indemnified to its satisfaction. Each Class of Securityholders shall act independently in directing the Trustee to take such action as set out in this Condition 15 (*Enforcement*), and any action so taken by the Trustee shall relate only to the right of the Securityholders of such applicable Class of Commodity Securities.

15.2.5 No Securityholder shall be entitled to proceed directly against the Issuer unless the Security Trustee, having become bound to proceed in accordance with the terms of the Security Deeds, fails or is unable to do so within a reasonable time and such failure is continuing.

15.2.6 None of the Secured Parties shall be entitled to proceed directly against the Issuer unless the Security Trustee, having become bound to proceed in accordance with the terms of the applicable Security Deed, fails or is unable to do so within a reasonable time and such failure is continuing.

15.2.7 The Securityholders acknowledge and agree that only the Security Trustee, may enforce the Security over the Secured Property in accordance with, and subject to the terms of, the Trust Deed and each relevant Security Deed.

15.2.8 The Security Trustee shall not be required to take any action in relation to the Security constituted by any Security Document which may (i) be illegal or contrary to any applicable law or regulation, or (ii) cause it to expend or risk its own funds or otherwise incur any liability (including any personal liability) in the performance of its duties or in the exercise of any of its rights, powers and discretions, without first being indemnified and/or secured and/or prefunded to its satisfaction.

15.3 **Realisation of Security constituted under each Security Document**

15.3.1 At any time after the Security constituted by any Security Document has become enforceable, the Trustee may, at its absolute discretion, and shall, if so directed in writing by (i) the holders of at least 25 per cent. of the Commodity Securities of the relevant Class then Outstanding (or in the case of an Issuer Insolvency Event, by the holders of at least 25 per cent. of all the Commodity Securities than Outstanding), or (ii) by an Extraordinary Resolution of the Securityholders of the relevant Class, in each case subject to its having been pre-funded and/or secured and/or indemnified (without prejudice to any further demand) to its satisfaction against all liabilities which may be incurred in connection with acting on such directions, direct the Security Trustee to enforce the Security constituted by the relevant Security Document.

15.3.2 To do this, the Security Trustee shall, once directed to do so by the Trustee, (i) enforce any relevant Programme Document relating to the Commodity Securities of such Class in accordance with its or their terms, (ii) take action against the Issuer, and/or (iii) take possession of and/or realise all or part of the assets over which the Security constituted by the relevant Security Document shall have become enforceable and may in its absolute discretion, sell, call in, collect and convert into money all or part of such assets, in such manner, at such time and on such terms as it thinks fit, in each case without any liability as to the consequence of such action and without having regard to the effect of such action on individual Securityholders.

15.3.3 The Security Trustee may, in writing, appoint a receiver or receivers over all or part of the assets over which the Security constituted by the relevant Security Document shall have become enforceable and may remove any receiver so appointed and appoint another in its place. No delay or waiver of the right to exercise these powers shall prejudice their future exercise.

15.3.4 Neither the Security Trustee nor any receiver appointed by it or any attorney or agent of the Security Trustee shall, by reason of taking possession of any assets or any other reason and whether or not as mortgagee in possession, be liable to account for anything except actual receipts or be liable for any loss or damage arising from the realisation of such assets or from any act or omission to such assets or otherwise unless such Loss or damage shall be caused by its own fraud, gross negligence or wilful misconduct.

15.3.5 The Security Trustee shall not be required to take any action in relation to the Security constituted by a Security Document which may be illegal or contrary to any applicable law or regulation or cause it to expend or risk its own funds or otherwise incur any liability (including any personal liability) in the performance of its duties or in the exercise of any of its rights, powers and discretions, without first being indemnified and/or secured and/or prefunded (without prejudice to any further demand) to its satisfaction against all liabilities which may be incurred in connection with such action.

15.4 **Application of proceeds on enforcement of Security**

Pursuant to the terms of the Trust Deed, the Trustee will apply any amounts received or recovered under the applicable Trust Deed and the proceeds derived from the realisation of the assets that are the subject of the Security constituted by the relevant Security Documents (whether by way of liquidation or enforcement) as follows:

15.4.1 *first*, in payment or satisfaction of all fees, costs, charges, expenses, liabilities and other amounts properly incurred by or payable in respect of the Commodity Securities to the Trustee, the Security Trustee or any receiver under or pursuant to the relevant Trust Deed or the Security Documents (which shall include, without limitation, any Taxes required to be paid by the Trustee and/or the Security Trustee (other than any income, corporation or similar Tax in respect of the Trustee's and/or the Security Trustee's remuneration), the costs of enforcing or realising all or some of the Security constituted by the Security Documents and the Trustee's and/or the Security Trustee's remuneration), the costs of enforcing or realising all or some of the Security constituted by the Security Documents);

15.4.2 *second*, in payment or satisfaction of any fees, expenses or other amounts due pursuant to the Programme Documents (including payment of any amounts owing for reimbursement in respect of any proper payment of amounts paid to Securityholders and default interest (if any) made to the Securityholders but excluding the Administration Fee);

15.4.3 *third*, in payment of any amounts owing to the Administrator pursuant to the Administration Agreement including the Initial Set-Up Costs;

15.4.4 *fourth,* in payment of any amounts owing to the Securityholders *pari passu* and rateably; and

15.4.5 *fifth*, in payment of any balance to the Issuer for itself.

16 MEETINGS OF SECURITYHOLDERS, MODIFICATION, WAIVER, SUBSTITUTION AND RESTRICTIONS

16.1 Meetings of Securityholders

The Trust Deed contains provisions for convening Meetings of the Securityholders to each Class of Commodity Securities to consider any matter affecting their interests, including modification by Extraordinary Resolution of the relevant Class of Commodity Securities (including these Conditions or the provisions of the Trust Deed insofar as the same may apply to such Class of Commodity Securities).

The quorum at any such Meeting for passing an Extraordinary Resolution will be two or more Securityholders of the relevant Class of Commodity Securities of the relevant Class of Commodity Securities or agents present in person holding or representing in the aggregate more than 50 per cent. of the number of the Commodity Securities of such Class for the time being outstanding or, at any adjourned such meeting, two or more Securityholders of the relevant Class of Commodity Securities or agents present in person being or representing Securityholders of such Class, whatever the number of the Commodity Securities of such Class so held or represented, and an Extraordinary Resolution duly passed at any such Meeting shall be binding on all the Securityholders, of such Class whether present or not, except that any Extraordinary Resolution proposed, *inter alia*, (i) to amend the dates of Redemption of the Commodity Securities of such Class, (ii) to reduce or cancel the Principal Amount payable on Redemption of the Commodity Securities of such Class, (iii) to change any method of calculating the Price, (iv) to change the currency or currencies of payment or Principal Amount of the Commodity Securities, (v) to take any steps which, as specified in the Trust Deed, may only be taken following approval by an Extraordinary Resolution to which this exception applies, (vi) to modify the provisions concerning the quorum required at any Meeting of Securityholders of such Class or the majority required to pass an Extraordinary Resolution, (vii) to modify the provisions of the Trust Deed concerning this exception, or (viii) to modify any other provisions specifically identified for this purpose in the Trust Deed, or an applicable relevant Security Deed (each a **Basic Terms Modification**), will only be binding if passed at a Meeting of the Securityholders of such Class, the quorum at which shall be two or more Securityholders of the relevant such Class of Commodity Securities or agents present in person holding or representing in the aggregate not less than 75 per cent. of the number of Commodity Securities of the relevant such Class of Commodity Securities for the time being outstanding, or at any adjourned meeting, two or more Securityholders of such Class or agents present in person being or representing in the aggregate not less than 10 per cent. of the number of the Commodity Securities of such Class so held or represented. The holder of a Bearer Security or Registered Security in global form representing all of the Commodity Securities for the time being outstanding will be treated as being two persons for the purposes of such quorum requirements. A resolution in writing signed by or on behalf of the holders of not less than 75 per cent. of the aggregate number of the Commodity Securities of the relevant Class of Commodity Securities for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a Meeting of Securityholders of such Class.

16.2 Modification of the relevant Programme Documents and Security Documents

16.2.1 Subject to Condition 16.3.6 (*Substitution*), each of the Trustee may agree, without the consent of the Securityholders, to (i) any modification (other than a Basic Terms Modification) to these Conditions, the Trust Deed and/or any other Programme Document which is, in the opinion of the Trustee, of a formal, minor or technical nature or is made to correct a manifest error or is necessary or desirable for the operational functioning of the Programme, (ii) any modification (other than a Basic Terms Modification) to these Conditions, the Trust Deed and/or any other Programme Document which is made in connection with the accession of a new Authorised Participant (an **AP**

Modification) or an Exposure Provider (an **EP Modification**) to the Programme provided that the Issuer has certified in writing to the Trustee that any such modification is (a) in its opinion not materially prejudicial to the interests of any Class of Securityholder, and (b) has been drafted solely for the purposes of an AP Modification or EP Modification (as applicable) upon which certification the Trustee may rely without any obligation to investigate or verify or form its own opinion, and (iii) any other modification (other than a Basic Terms Modification), and any waiver or authorisation of any breach or proposed breach of any of these Conditions or any of the provisions of the Trust Deed and/or any other Programme Document that is in the opinion of the Trustee not materially prejudicial to the interests of the Securityholders. Any such modification, authorisation or waiver will be binding on the Securityholders and, if the Trustee so requires, such modification will be notified by the Issuer to the Securityholders in accordance with Condition 19 (*Notices*) as soon as reasonably practicable.

16.2.2 Without prejudice to 16.2.1(ii), the Issuer may agree without the consent of the Trustee to enter into (i) an Authorised Participant Agreement with a new Authorised Participant and/or (ii) a Master Swap Agreement with a new Exposure Provider.

16.3 **Substitution**

The Trustee may, without the consent of the Securityholders, but subject to the prior consent of each Authorised Participant, agree to the substitution, in place of the Issuer (or of any previous substitute) as the principal debtor under the Trust Deed, the other Programme Documents or Security Documents to which it is a party and the Commodity Securities of each Class, of any other company (incorporated in any jurisdiction) (any such substitute company being the **Substituted Obligor**),if the following conditions are satisfied:

16.3.1 a deed is executed or undertaking given by the Substituted Obligor to the Trustee, in form and manner satisfactory to the Trustee, agreeing to be bound by the Trust Deed, any Security Deed and the Commodity Securities of each Class (with such consequential amendments as the Trustee may deem appropriate) as if the Substituted Obligor had been named in the Trust Deed, each Security Deed and the Commodity Securities as the principal debtor in place of the Issuer;

16.3.2 the Substituted Obligor assumes all rights, obligations and liabilities in relation to the Secured Property, acknowledges the Security created in respect thereof pursuant to the Trust Deed and any Security Deed and takes all such action as the Trustee may require so that the Security constitutes a valid charge, pledge or other security interest over the Secured Property as was originally created by the Issuer for the obligations of the Substituted Obligor;

16.3.3 if any director of the Substituted Obligor certifies that it will be solvent immediately after such substitution, the Trustee need not have regard to the Substituted Obligor's financial condition, profits or prospects or compare them with those of the Issuer;

16.3.4 the Trustee will be satisfied (if it requires, by reference to legal opinions) that (a) all necessary governmental and regulatory approvals and consents necessary for or in connection with the assumption by the Substituted Obligor of liability as principal debtor in respect of, and of its obligations under, the Commodity Securities of each Class and any Programme Document and Security Document have been obtained and (b) such approvals and consents are at the time of substitution in full force and effect;

16.3.5 the Issuer and the Substituted Obligor will execute and the Issuer shall procure that each relevant Programme Party will execute such other deeds, documents and instruments (if any) as the Trustee may require in order that such substitution is fully effective and comply with such other requirements in the interests of the Securityholders as the Trustee may direct;

16.3.6 in connection with any proposed substitution of the Issuer, the Trustee may, without the consent of the holders of the Commodity Securities, agree to a change of the law from time to time governing such Commodity Securities and/or the Supplemental Trust Deed and/or the Trust Deed and/or any Security Deed, provided that such change of law, in the opinion of the Trustee, would not be materially prejudicial to the interests of such Securityholders;

16.3.7 the Issuer and the Substituted Obligor comply with such other requirements as the Trustee may direct in the interests of the Securityholders; and

16.3.8 a legal opinion satisfactory to the Trustee is provided concerning any proposed substitution.

An agreement by the Trustee pursuant to this Condition 16.3 (*Substitution*) and the Trust Deed will, if so expressed, release the Issuer (or a previous substitute) from any or all of its obligations under the Trust Deed, the Commodity Securities and the other relevant Programme Documents and Security Documents. The Substituted Obligor shall give notice of the substitution to the Securityholders within 14 calendar days of the execution of such documents and compliance with such requirements.

On completion of the formalities set out in this Condition 16.3 (*Substitution*) and the Trust Deed, the Substituted Obligor shall be deemed to be named in these Conditions, the Trust Deed, the other Programme Documents and Security Documents and the Commodity Securities as the principal debtor in place of the Issuer (or of any previous substitute) and these Conditions, the Trust Deed, the other Programme Documents and Security Documents and the Commodity Securities shall be deemed to be amended as necessary to give effect to the substitution.

16.4 **Entitlement of the Trustee and Security Trustee**

In accordance with the terms of the Trust Deed, in connection with the exercise of its functions under the relevant Programme Documents, the Trustee will have regard to the interests of the Securityholders as a Class and will not have regard to the consequences of such exercise for individual Securityholders and the Trustee will not be entitled to require, nor shall any Securityholder be entitled to claim, from the Issuer any indemnification or payment in respect of any Tax consequence of any such exercise upon individual Securityholders.

So long as the Commodity Securities are in global form and such Global Security is held by or on behalf of the Relevant Clearing System, in considering the interests of Securityholders, the Trustee may have regard to any information provided to it by the Relevant Clearing System or its operator as to the identity (either individually or by category) of its accountholders or participants with entitlements to any such Global Security and may consider such interests on the basis that such accountholders or participants were the holder(s) thereof.

16.5 **Prohibition on U.S. persons**

Commodity Securities may not be legally or beneficially owned by any U.S. person at any time nor offered, sold or delivered within the United States or to U.S. persons. The Issuer has the right, at its option, to refuse to recognise any such transfer or to compel any legal or beneficial owner of Commodity Securities who contravenes such prohibition to void the transfer of such Commodity Securities to such legal or beneficial owner or to redeem any such Commodity Securities held by such legal or beneficial owner. Transfers may be voided by the Issuer by compelling a sale by such legal or beneficial owner or by the Issuer selling such Commodity Securities on behalf of such legal or beneficial owner at the lesser of the purchase price therefore or the market value (as determined by the Calculation Agent) of the entitlement per Commodity Security prevailing at the time such transfer is voided. Terms used in this Condition 16.5 (*Prohibition on U.S. persons*) have the meanings given to them by Regulation S under the Securities Act.

16.6 **ERISA prohibition**

Commodity Securities may not be legally or beneficially owned by any entity that is, or that is using the assets of, (a)(i) an **Employee Benefit Plan** (as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (**ERISA**)) that is subject to the fiduciary responsibility requirements of Title I of ERISA, (ii) any plan to which Section 4975 of the United States Internal Revenue Code of 1986, as amended (the **Code**) applies (a **Plan**), or (iii) an entity whose constituent assets include **Plan Assets** (as determined pursuant to the **Plan Assets Regulation** issued by the United States Department of Labor at 29 C.F.R. Section 2510.3-101 as modified by Section 3(42) of ERISA) by reason of any such Employee Benefit Plan's or Plan's investment in the entity or (b) a non-U.S. plan, governmental plan, church plan or other plan that is subject to any federal, state, local, non-U.S. or other law or regulation that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code (a **Similar Law**) unless its acquisition and holding and disposition of such Security, or any interest therein, has not and will not constitute a violation of such Similar Law. The Issuer has the right, at its option, to refuse to recognise any such transfer or to compel any legal or beneficial owner of Commodity Securities who contravenes such prohibition to void the transfer of such Commodity Securities to such legal or beneficial owner or to redeem any such Commodity Securities held by such legal or beneficial owner. Transfers may be voided by the Issuer by compelling a sale by such legal or beneficial owner or by the Issuer selling such Commodity Securities on behalf of such legal or beneficial owner at the lesser of the purchase price therefore or the market value (as determined by the Calculation Agent) of the entitlement per Commodity Security prevailing at the time such transfer is voided. Terms used in this Condition 16.6 have the meanings given to them by the Code.

17 REPLACEMENT OF COMMODITY SECURITIES

If a Commodity Security in bearer form is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent, or such other Agent as the case may be, as may, from time to time, be designated by the Issuer for the purpose and notice of whose designation is given to Securityholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security, indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Commodity Security is subsequently presented for payment there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Commodity Security) and otherwise as the Issuer may require. Mutilated or defaced Commodity Securities must be surrendered before replacements will be issued.

18 FURTHER COMMODITY SECURITIES

18.1 Subject to Condition 6 (*Security and Limited Recourse*), the Issuer may, from time to time (without the consent of the Trustee or any Securityholder), in accordance with the Trust Deed, the Conditions and the Authorised Participant Agreement(s), create and issue further Commodity Securities either having the same terms and conditions as the Commodity Securities in all respects and so that such further issue shall be consolidated and form a single Class with the Commodity Securities or upon such terms as the Issuer may determine at the time of their issue and/or incur further obligations relating to such securities.

18.2 Only an Authorised Participant may request that the Issuer issue additional Series of the Commodity Securities by delivering a valid Application Form subject to and in accordance with the terms of the relevant Authorised Participant Agreement.

18.3 The Issuer will only accept an Application Form and issue Commodity Securities if:

18.3.1 an Application Form is determined to be valid by or on behalf of the Issuer;

18.3.2 the acceptance of such Application Form will not cause any Creation Limit to be exceeded;

18.3.3 the aggregate Principal Amount for all Commodity Securities of that Class to be issued on the same date is at least equal to the Minimum Creation Amount;

18.3.4 all other conditions precedent to an issue of the Commodity Securities (including, without limitation, payment of the Application Fee) are satisfied.

18.4 Any new securities forming a single Class with the Commodity Securities and which are expressed to be constituted by the Trust Deed and secured by the Security Deeds relating to such Class will, upon the issue thereof by the Issuer, be constituted by the Trust Deed and secured by such Security Deeds without any further formality and irrespective of whether or not the issue of such securities contravenes any covenant or other restriction in the Trust Deed and shall be secured by the Secured Property (as increased and/or supplemented in connection with such issue of such new securities) and references in these Conditions to **Secured Parties**, **Secured Property**, **Secured Liabilities** and **Commodity Securities** shall be construed accordingly.

18.5 Any additional Class of Commodity Securities may have recourse only to the Security attributable to that Class and not to the assets attributable to the any other Class. In the event that the Issuer desires to create and issue any separate class of limited recourse secured securities, the Trustee may (without the consent of the Securityholders) enter into a deed of priorities with the trustee for the holders of such separate class of limited recourse secured securities so that the proceeds of enforcement of the security granted to the Trustee under the Security Deeds would be available only to meet claims of the Securityholders of the relevant Class and so that the Securityholders would not share in the proceeds of enforcement of any security granted to secure the obligations of the Issuer in respect of such separate Class.

19 NOTICES

19.1 Except as provided below, all notices required or permitted to be given to Securityholders, the Issuer or the Trustee pursuant to any Programme Document must be in writing in English.

19.2 All notices to holders of Commodity Securities shall be valid if:

19.2.1 they are published on the website of one or more RIS(s) approved for such purposes by the applicable Relevant Exchange(s) and any such notices shall be conclusively presumed to have been received by the holders; or

19.2.2 for so long as the Commodity Securities are listed on any Relevant Exchange, they are published in accordance with the rules and regulations of such Relevant Exchange or other relevant authority; or

19.2.3 for so long as the Commodity Securities are in global form, notices required to be given in respect of the Commodity Securities represented by a Global Security are given by their being delivered (so long as the Global Security is held on behalf of a Relevant Clearing System) to the Relevant Clearing System, or otherwise to the holder of the Global Security, rather than by publication as required above. Any such notice shall be deemed to have been given to the holders of the Commodity Securities on the Business Day immediately following the day on which the notice was given to the Relevant Clearing System.

19.3 Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

19.4 Any Redemption Form shall be sent by email to the Issuer's primary email address, as follows:

Email: onyx@waystone.com

Any Redemption Form shall be deemed to have been received upon sending, subject to confirmation of uninterrupted and error-free transmission by a transmission report.

19.5 Any notice, other than a Redemption Form, to be given to the Issuer shall be sent to the Issuer's primary email address or delivered by hand, sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside of Ireland), to the following address:

Name:	Onyx ETC Securities Public Limited Company
Address:	4th Floor, 35 Shelbourne Road, Ballsbridge, Dublin 4, Ireland
Attention:	The Directors
Email:	onyx@waystone.com

or such other address as may be published for the Issuer on the Issuer's Website.

19.6 Any notice, other than a Redemption Form, shall, in the absence of earlier receipt, be deemed to have been received as follows:

19.6.1 if delivered by hand, at the time of actual delivery;

19.6.2 if sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside Ireland), on the date it is delivered or its delivery is attempted; or

19.6.3 if sent by email, upon sending, subject to confirmation of uninterrupted and error-free transmission by a transmission report.

20 RELEVANT CLEARING SYSTEM

None of the Issuer, the Trustee or the Agents will have any responsibility for the performance by the Relevant Clearing System (or its participants or indirect participants) of any of their respective obligations under the rules and procedures governing their operations.

21 GOVERNING LAW AND JURISDICTION

21.1 Governing law

The Trust Deed, each relevant Irish Security Deed and the Commodity Securities (including any Global Security), and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, Irish law.

21.2 Jurisdiction

The courts of Ireland have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Commodity Securities and, accordingly, any legal action or proceedings arising out of or in connection with any Commodity Securities (**Proceedings**) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of each of the Trustee and the Securityholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

SECTION 15– WHAT IS THE PURPOSE OF THE FINAL TERMS?

In this section the expression "**necessary information**" means, in relation to any Series of Commodity Securities of any Class, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Commodity Securities.

In relation to any Commodity Securities which may be issued under the Programme, the Issuer has endeavoured to include in this Base Prospectus all of the necessary information except for information relating to such Commodity Securities which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Series of Commodity Securities.

Any information relating to any Commodity Securities which is not included in this Base Prospectus, and which is required in order to complete the necessary information in relation to a Series of Commodity Securities will be contained in the relevant Final Terms.

In respect of each Series of Commodity Securities, the related Final Terms must, for the purposes of that Series only, be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Series of Commodity Securities are the Conditions, as completed by the related Final Terms.

SECTION 16– TAX

A. General

The section contains a general discussion of the anticipated tax treatment of Securityholders in certain countries in respect of Commodity Securities. This section is limited to Ireland and the United Kingdom. The discussion is based on laws, regulations, rulings and decisions (and interpretations thereof) currently in effect, all of which are subject to change. Any such change may have retroactive effect. The discussion is intended for general information only and does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase the Commodity Securities.

Prospective investors should be aware that the acquisition, holding, transfer or disposal of the Commodity Securities, and/or receipt of payments under Commodity Securities may result in tax consequences to any investor, which may arise in, but are not limited to, the jurisdiction of the Issuer or the jurisdiction of residence, domicile, citizenship or incorporation of the relevant investor. Prospective investors should consult their own professional advisors concerning such possible tax consequences.

The following statements are by way of a general guide to potential investors only and do not constitute legal or tax advice. Potential investors are therefore advised to consult their professional advisors concerning the income and other possible taxation consequences of purchasing, holding, selling or otherwise disposing of the Commodity Securities under the laws of their jurisdiction.

Shareholders and potential investors should note that the following statements on taxation are based on advice received by the Issuer regarding the law and practice in force in the relevant jurisdiction at the Prospectus Date and proposed regulations and legislation in draft form. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in Commodity Securities is made will endure indefinitely.

B. Taxation – Ireland

The following is a summary of the principal withholding Irish tax consequences for individuals and companies of ownership of the Commodity Securities based on the laws and practice of the Irish Revenue Commissioners currently in force in Ireland and may be subject to change. It deals with Securityholders who beneficially own their Commodity Securities as an investment. and who are not associated with the Issuer (otherwise than by virtue of holding the Commodity Securities). Particular rules not discussed below may apply to certain classes of taxpayers holding Commodity Securities, such as dealers in securities, trusts etc. The summary does not constitute tax or legal advice and the comments below are of a general nature only.

While it is noted that the Commodity Securities do not give rise to periodic interest payments, the below provisions should apply to any payments on the Commodity Securities in excess of return of the principal amount of the Commodity Security treated as a payment of interest. Prospective investors in the Commodity Securities should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Commodity Securities and the receipt of any return thereon under the laws of their country of residence, citizenship or domicile.

<u>Withholding Tax</u>

In general, tax at the standard rate of income tax (currently 20 per cent.) is required to be withheld from payments of Irish source interest. The Issuer will not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of interest on a Commodity Security so long as interest paid on the relevant Commodity Security does not come within certain anti-avoidance rules and meets the following conditions:

(i) the Commodity Securities are quoted Eurobonds i.e. securities which are issued by a company (such as the Issuer), which are listed on a recognised stock exchange and which carry a right to interest; and

(ii) the person by or through whom the payment is made is not in Ireland, or if such person is in Ireland, either:

(a) the Commodity Securities are held in a clearing system recognised by the Irish Revenue Commissioners; (DTC, Euroclear and Clearstream, Luxembourg are, amongst others, so recognised); or

(b) the holder of the Commodity Securities is beneficially entitled to interest payable in respect of the Commodity Securities, is not resident in Ireland and has made a declaration to a relevant person (such as a paying agent located in Ireland) in the prescribed form; and

(iii) interest which is profit dependent and which is paid out on the Commodity Securities could, under certain anti-avoidance provisions, be re-characterised as a distribution and subject to dividend withholding tax in certain circumstances. However, this should not apply where, at the time the Commodity Securities were issued, the Issuer was not in possession or aware of any information which could reasonably be taken to indicate that interest or other distributions paid on the Commodity Securities would not be subject, without reduction computed by reference to the amount of such interest or other distribution, to a tax in a relevant territory which generally applies to profits, income or gains received in that relevant territory by persons from sources outside that relevant territory, where the term "relevant territory" means a member state of the European Union (other than Ireland) or a country with which Ireland has signed a double tax treaty (each, a **Relevant Territory**).

Thus, so long as the Commodity Securities continue to be quoted on a recognised stock exchange (which includes Euronext Dublin), are held in Euroclear and/or Clearstream, Luxembourg, and the Issuer satisfies paragraph (iii) above, interest on the Commodity Securities can be paid by any paying agent acting on behalf of the Issuer free of any withholding or deduction for or on account of Irish income tax. If the Commodity Securities continue to be quoted but cease to be held in a recognised clearing system, interest on the Commodity Securities may be paid without any withholding or deduction for or on account of Irish income tax provided such payment is made through a paying agent outside Ireland and the Issuer has provided the confirmations set out in paragraph (iii) above.

Encashment Tax

Irish tax will be required to be withheld at the rate of 25 per cent. from a payment on any Commodity Security where such payment is collected or realised by a bank or encashment agent in Ireland on behalf of any holder of the Commodity Securities. There is an exemption from encashment tax where (i) the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank; or (ii) the beneficial owner of the interest is a company which is within the charge to Irish corporation tax in respect of the interest.

Stamp Duty

No stamp duty or similar tax is imposed in Ireland on the issue, transfer or redemption of the Commodity Securities provided the Issuer is a qualifying company for the purposes of Section 110 of the TCA and the proceeds of the issuance of the Commodity Securities are used in the course of the Issuer's business (on the basis of an exemption provided for in Section 85(2)(c) of the Irish Stamp Duties Consolidation Act 1999).

EU Anti-Tax Avoidance Directive I - Interest Limitation Rules

Finance Act 2021 introduced interest limitation rules (**ILR**) into Irish domestic legislation in line with the provisions of Anti-Tax Avoidance Directive I, with effect from 1 January 2022 and as such will apply to all taxpayers with accounting periods beginning on or after 1 January 2022. The maximum permitted interest/EBITDA ratio under the ILR is 30%. The implementing legislation contains a number of relieving provisions from ILR restrictions, notably two group provisions which offer relief from the ILR restriction and an ability to avail of these group provisions where the entity is a single company worldwide group. These include the equity ratio rule and the group ratio rule.

The Issuer expects it will be a single worldwide company group as it does not anticipate that it will be consolidated for accounting purposes with any other entity and it will not elect into an interest group for Irish tax purposes and accordingly should be able to make a group election to negate the impact of the ILR rules.

The Issuer expects to be able to rely upon the aforementioned group relieving provisions to negate the impact of the ILR rules.

C. Taxation – United Kingdom

This section summarises certain limited aspects of the UK tax treatment of holding Commodity Securities. They are based on current UK law and HM Revenue & Customs practice, both of which are subject to change, possibly with retrospective effect. Unless otherwise stated, this summary relates solely to Securityholders (i) who are individuals acting in a private capacity and domiciled and resident in the UK for tax purposes, (ii) which are within the charge to UK corporation tax and holding Commodity Securities as an investment or (iii) which are UK open-ended investment companies or authorised unit trust schemes. The statements in this summary are intended only as a general guide, and they should be treated with appropriate caution. Any person who is contemplating acquiring Commodity Securities (whether or not pursuant to the Programme) is strongly recommended to consult their independent professional adviser immediately.

The Issuer

The Directors intend that the affairs of the Issuer should be managed and conducted so that it should not become resident in the UK for UK tax purposes. Accordingly, and provided that the Issuer does not carry on a trade in the UK through a permanent establishment situated therein for UK corporation tax purposes or through a branch or agency situated in the UK which would bring the Issuer within the charge to UK income tax, the Issuer will not be subject to UK corporation tax or income tax on income and capital gains arising to it. The Directors intend that the affairs of the Issuer are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

Withholding tax

Any payments made by the Issuer to Securityholders will not be treated for UK tax purposes as interest, annual payments, or royalties and so the requirement to withhold does not arise. Consequently, no payments made by the Issuer to Securityholders in respect of Commodity Securities should be required to be made under deduction or withholding for or on account of UK tax.

Capital gains tax (for individual Securityholders)

If the Commodity Securities are not treated as deeply discounted securities for UK tax purposes, any gains accruing to a Securityholder upon the sale, redemption or other disposal of Commodity Securities will be taxed as income and not as a capital gain, unless the Issuer achieves certification as a “reporting fund”.

Based on HM Revenue & Customs practice, the Issuer has grounds to believe that the Commodity Securities should not be treated as “deeply discounted securities” for UK tax purposes, however investors should obtain their own tax advice in relation to this.

The Issuer has received certification from HM Revenue & Customs as a “reporting fund” with effect for its first accounting period. While it is expected that certification as a “reporting fund” will be obtained and maintained for all accounting periods, this cannot be guaranteed.

Note that, under the reporting fund rules, the Issuer is required to report to Securityholders all of the net income attributable to the Commodity Securities. However, it is not expected that any such reportable income will arise in respect of the Commodity Securities.

Income tax (for individual Securityholders)

If the Commodity Securities are treated as “deeply discounted securities” for UK tax purposes, any profit arising to an individual Securityholder on transfer or redemption of a Commodity Security will be subject to income tax and not to capital gains tax.

Corporation tax

In general, a Securityholder which is subject to UK corporation tax will be treated for tax purposes as realising profits, gains or losses in respect of Commodity Securities on a basis reflecting the treatment in its statutory accounts, in accordance with generally accepted accounting practice. These profits, gains or losses (which will include any profits, gains or losses on a disposal or redemption of Commodity Securities and which may include fluctuations in value relating to foreign exchange gains and losses) will be treated as income profits or losses for the purposes of a Securityholder’s corporation tax computation.

UK open-ended investment companies and authorised unit trust schemes

Although UK open-ended investment companies and authorised unit trust schemes are generally subject to UK corporation tax (currently at the basic income tax rate of 20 per cent.), they are exempt from tax on capital gains. Part 2 of The Authorised Investment Funds (Tax) Regulations 2006 (S.I. No. 2006/964) provides an exemption for capital profits, gains or losses accruing to UK open-ended investment companies and authorised unit trust schemes (other than qualified investor schemes which do not meet the genuine diversity of ownership condition) on creditor loan relationships and derivative contracts. In this respect, capital profits, gains or losses are those which, in accordance with UK generally accepted accounting practice, fall to be dealt with in the statement of total return (under the heading of “net capital gains/losses”) in accordance with the relevant Statement of Recommended Practice. In addition, Part 2B of those Regulations treats all capital profits, gains and losses (determined in accordance with UK generally accepted accounting practice, as described above) arising to a UK open-ended investment company or authorised unit trust, which meets the genuine diversity of ownership condition, from an “investment transaction” (which includes loan relationships and derivative contracts) as a non-trading transaction and thus not taxable as income. These Parts of the Regulations will determine whether any profits, gains or losses arising to a Securityholder which is a UK open-ended investment company or authorised unit trust scheme (other than a qualified investor scheme which does not meet the genuine diversity of ownership condition) in respect of Commodity Securities will be exempt from tax.

Stamp duty and stamp duty reserve tax (SDRT)

Provided that the Register is not kept by or on behalf of the Issuer in the UK, neither stamp duty nor SDRT will be payable on the issue or the subsequent transfer of, or agreement to transfer, Commodity Securities in Uncertificated Form.

In the case of Commodity Securities held in Certificated Form, provided that (i) the Register is not kept by or on behalf of the Issuer in the UK; (ii) any instrument of transfer is not executed in the UK; and (iii) any instrument of transfer does not relate to any property situated or to any matter or thing done or to be done in the UK, neither stamp duty nor SDRT will be payable on the issue or subsequent transfer of Commodity Securities.

The Redemption of Commodity Securities will not give rise to stamp duty or SDRT.

Inheritance tax (for individual Securityholders)

For the purposes of inheritance tax, a Commodity Security may form part of the value of the estate of a Securityholder who is an individual domiciled (or treated as domiciled) in the UK, and inheritance tax may (subject to certain exemptions and reliefs) become payable in respect of the value of a Commodity Security on a gift of that Commodity Security by, or on the death of, such a Securityholder. Such a tax charge may be subject to appropriate provisions in any applicable double taxation treaty.

Organisation for Economic Co-operation and Development (OECD) Common Reporting Standard and the Directive on Administrative Co-operation

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard (**CRS**) to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with other participating tax authorities in which the investors of the reporting financial institutions are tax resident on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures.

The Directive on Administrative Co-operation (**DAC**) provides a similar regime for automatic exchange of information within the EU. Ireland has implemented both the CRS and the DAC. As a result, the Issuer is required to comply with the CRS/DAC due diligence and reporting requirements, as adopted by Ireland.

Securityholders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS/DAC. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Commodity Securities.

SECTION 17– CLEARING AND SETTLEMENT

A. Issue

The Commodity Securities may be issued:

(a) in bearer form, including in NGN form, and in CGN form and serially numbered Bearer Securities;

(b) in registered form, including in global registered form using the new safekeeping structure and in CGN form) as Registered Securities;

(c) in dematerialised uncertificated registered form, which shall not be exchangeable for Bearer Securities, as Uncertificated Registered Securities.

All Registered Securities of the same Class shall have the same Principal Amount. Bearer Securities shall not be exchangeable for Uncertificated Registered Securities.

B. Form and Title

Title to:

(d) the Bearer Securities shall pass by delivery; and

(e) the Registered Securities shall pass by registration in the Register.

Uncertificated Registered Securities shall be held in uncertificated registered form in accordance with the Uncertificated Regulations and as such are dematerialised and not constituted by any physical document of title.

C. Relevant Clearing System

Custodial or safekeeping links have been (or will be) established with the Relevant Clearing System. At the date of this Base Prospectus, settlement of transactions in the Commodity Securities will take place within Euroclear and Clearstream.

D. Euroclear and Clearstream

Euroclear and Clearstream each hold securities for participating organisations and facilitate the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants.

Euroclear and Clearstream provide to their respective participants (**Participants**), services including:

(a) safekeeping and administration;

(b) clearance and settlement of internationally traded securities; and

(c) securities lending and borrowing.

Persons who clear through or maintain a custodial relationship with a Participant can access these services either directly or indirectly.

Distributions of principal with respect to book-entry interests in the Commodity Securities held through Euroclear and Clearstream will be credited, to the extent received by the Issuing and Paying Agent, to the

cash accounts of the relevant Participant in accordance with the Relevant Clearing System's procedures applicable to Commodity Securities traded on the relevant platform.

Where the Final Terms indicate that a Class of Commodity Securities is "intended to be held in a manner which would allow Eurosystem eligibility", such designation simply means that the Commodity Securities are intended upon issue to be deposited with one of the ICSDs as Common Safekeeper (and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper) and does not necessarily mean that the Commodity Securities will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied of Eurosystem eligibility. At the date of this Base Prospectus, Euroclear will be the Common Safekeeper.

Where the Final Terms indicate that a Class of Commodity Securities is not "intended to be held in a manner which would allow Eurosystem eligibility", should the Eurosystem eligibility criteria be amended in the future such that the Commodity Securities are capable of meeting them, the Commodity Securities may then be deposited with one of the ICSDs as Common Safekeeper (and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper). Note that this does not necessarily mean that the Commodity Securities will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied of Eurosystem eligibility.

E. Records

Commodity Securities may be accepted for clearance through any Relevant Clearing System (which are the entities in charge of keeping the records). Commodity Securities will be cleared through the Relevant Clearing System in whole numbers of Commodity Securities only (for these purposes a Commodity Security may be referred to as a unit by the Relevant Clearing System).

The International Securities Identification Number (**ISIN**) for each Class Securities will be set out in the applicable Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium.

The address of Clearstream is 42 Avenue JF Kennedy L-1855 Luxembourg.

SECTION 18– SELLING RESTRICTIONS

The Commodity Securities are not subject to any restrictions on transferability. The following restrictions on offer and sales apply.

Only Authorised Participants may subscribe for Commodity Securities from the Issuer. The Authorised Participant(s) in respect of each Class of Commodity Securities will be specified in the relevant Final Terms.

This document has been approved as a base prospectus by the Central Bank in its capacity as competent authority under the EU Prospectus Regulation.

The Issuer has requested the Central Bank to provide the competent authorities in each other Member State of the European Economic Area, with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the EU Prospectus Regulation.

The Issuer may in due course request the Central Bank to provide competent authorities in additional EEA States with such certificates. The provisions set out in this section "Selling Restrictions" should be construed accordingly.

A. Non-Exempt Offers

This Base Prospectus has been prepared on a basis that permits offers that are not made within an exemption from the requirement to publish a prospectus under Article 1(4) of the EU Prospectus Regulation in any member state of the European Economic Area (each such offer, a **Non-exempt Offer** and each jurisdiction, a **Non-exempt Offer Jurisdiction**). Any person making or intending to make a Non-exempt Offer of Commodity Securities on the basis of this Base Prospectus must do so only with the Issuer's consent as described below.

In the context of any Non-exempt Offer of Commodity Securities, the Issuer accepts responsibility, in each of the Non-exempt Offer Jurisdictions, for the content of this Base Prospectus in relation to any person who purchases any Commodity Securities in a Non-exempt Offer made by an Authorised Participant, where that offer is made during the Offer Period (as defined below).

Except in the circumstances described below, the Issuer has not authorised the making of any offer by any offeror and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any offer of the Commodity Securities in any jurisdiction. Any offer made without the consent of the Issuer is unauthorised and neither the Issuer nor, for the avoidance of doubt, any member of the Onyx Group accepts any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.

If, in the context of a Non-exempt Offer, a prospective Securityholder is offered Commodity Securities by a person which is not an Authorised Participant, the prospective Securityholder should check with such person whether anyone is responsible for this Base Prospectus for the purpose of the relevant Non-exempt Offer and, if so, who that person is. If a prospective Securityholder is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents, that prospective Securityholder should take legal advice.

The Issuer consents to the use of this Base Prospectus (as supplemented at the relevant time, if applicable) in connection with any Non-exempt Offer of a Series of Commodity Securities in the Non-exempt Offer Jurisdictions during the Offer Period by any Authorised Participant named in the relevant Final Terms or any other financial intermediary in respect of the relevant Class of Commodity Securities which is an investment firm within the meaning of MiFID2 and which is authorised in accordance with MiFID 2 in the relevant EEA State or, in the case of the United Kingdom, authorised in accordance with FSMA) (each an **Authorised Offeror**), provided that such Authorised Offeror complies with the selling restrictions set out herein. The

Issuer will publish on its website (https://onyxcapitalgroup.com/investors-and-asset-managers) information relating to any new Authorised Offeror that was not an Authorised Offeror as at the date of this Base Prospectus.

Any Authorised Offeror using this Base Prospectus must state on its own website that it uses this Base Prospectus in accordance with the consent and conditions contained in this Base Prospectus.

In the event of an offer being made by an Authorised Offeror, the Authorised Offeror will provide information to investors on the terms and conditions of the offer at the time the offer is made.

Any offer or sale of the Commodity Securities to an investor by an Authorised Offeror will be made in accordance with any terms and other arrangements in place between such Authorised Offer and such investor including price, allocations and settlement arrangements. Where such information is not contained in the Base Prospectus or Final Terms, it will be the responsibility of the applicable Authorised Offeror at the time of such offer to provide the investor with that information and none of the Issuer, the Trustee, the Security Trustee, any Agent or any other Authorised Offeror has any responsibility or liability for such information.

B. Arrangements between a Securityholder and the Authorised Participant who will distribute the Commodity Securities

Neither the Issuer nor, for the avoidance of doubt, any member of the Onyx Group has any responsibility for any of the actions of any Authorised Participant (or any such other person purporting to be an Authorised Offeror), including compliance by an Authorised Participant with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

A prospective Securityholder intending to acquire or acquiring any Commodity Securities from an Authorised Participant will do so, and offers and sales of the Commodity Securities to such prospective Securityholders by an Authorised Participant will be made, in accordance with any terms and other arrangements in place between that Authorised Participant and such prospective Securityholder including as to price, allocations and settlement arrangements. These terms shall be provided to such prospective Securityholder by that Authorised Participant at the time the offer is made. The Issuer will not be a party to any such arrangements with such prospective Securityholder and, accordingly, this Base Prospectus does not contain such information None of the Issuer or, for the avoidance of doubt, any member of the Onyx Group or other Authorised Participant has any responsibility or liability for such information contained in any such arrangements between the prospective Securityholder and that Authorised Participant.

The Issuer has consented to the use of this Base Prospectus and has accepted responsibility for the content of this Base Prospectus, with respect to subsequent resale or final placement by way of public offer of the Commodity Securities in any member state of the European Economic Area by any Authorised Offeror. Such consent applies to any such resale or final placement by way of public offer during the period of 12 months from the Prospectus Date (the **Offer Period**) unless such consent is withdrawn prior to that date by notice published on the Issuer's Website. Any public offer of the Commodity Securities any member state of the European Economic Area will be conducted by an Authorised Offeror in accordance with the EU Prospectus Regulation.

C. Offers by Authorised Participants

In the event of a public offer in any Non-exempt Offer Jurisdiction, the Commodity Securities may be offered and sold to persons who are legally eligible to participate in a public offering of such securities in such jurisdiction under applicable laws and regulations as more particularly specified below.

D. European Economic Area

In relation to each EEA State, by entering into an Authorised Participant Agreement, each Authorised Participant represents and agrees that with effect from and including the Prospectus Date, it has not made and will not make an offer of Commodity Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Final Terms to the public in that EEA State, except that it may, with effect from and including the Prospectus Date, make an offer of such Commodity Securities to the public in that EEA State:

(a) in the case of a Non-exempt Offer, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the EU Prospectus Regulation, following the Prospectus Date in relation to such Commodity Securities which have been approved by the competent authority in the relevant EEA State, or, where appropriate, approved in another EEA State and notified to the competent authority in that EEA State in the period (if any) beginning and ending on the dates (if any) specified in such prospectus or final terms, as applicable;

(b) at any time to any legal entity which is a qualified investor as defined in the EU Prospectus Regulation;

(c) at any time to fewer than 150 natural or legal persons per Member State (other than qualified investors as defined in the EU Prospectus Regulation), subject to obtaining the prior consent of the relevant Authorised Participant or Authorised Participants nominated by the Issuer for any such offer; or

(d) at any time in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of Commodity Securities referred to above shall require the Issuer or any Authorised Participant to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a base prospectus pursuant to Article 23 of the EU Prospectus Regulation.

For the purposes of the provision above, the expression an "offer of Commodity Securities to the public" in relation to any Commodity Securities in any EEA State means a communication in any form and by any means, presenting sufficient information on the terms of the offer and the Commodity Securities to be offered, so as to enable an investor to decide to purchase those Commodity Securities.

E. Irish Selling Restrictions

By entering into an Authorised Participant Agreement, each Authorised Participant undertakes and agrees that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Commodity Securities, or do anything in Ireland in respect of the Commodity Securities, otherwise than in conformity with the provisions of:

(a) the EU Prospectus Regulation, the PR Regulation, the RTS Regulation, and any applicable supporting law, rule or regulation and any Central Bank rules issued and/or in force pursuant to Section 1363 of the Companies Act 2014 (as amended);

(b) the Companies Act 2014 (as amended);

(c) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and it will conduct itself in accordance with any rules or codes of practice and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank;

(d) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (as amended), the Market Abuse Directive on criminal sanctions for market abuse (Directive 2014/57/EU or CSMAD or MAD II), the European Union (Market Abuse) Regulations 2016 (as amended)

and any Central Bank rules issued and/or in force pursuant to Section 1370 of the Companies Act 2014 (as amended);

(e) Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (**PRIIPs**) (as amended); and

(f) the Central Bank Acts 1942 to 2018 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989.

F. United Kingdom

By entering into an Authorised Participant Agreement, each Authorised Participant represents and agrees that with effect from and including the Prospectus Date, it has not made and will not make an offer of Commodity Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Final Terms to the public in the United Kingdom, except that it may, with effect from and including the Prospectus Date, make an offer of such Commodity Securities to the public in the United Kingdom:

(a) at any time to any legal entity which is a qualified investor as defined in the UK Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons in the United Kingdom (other than qualified investors as defined in the UK Prospectus Regulation, subject to obtaining the prior consent of the relevant Authorised Participant or Authorised Participants nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the UK Prospectus Regulation;

(d) in any other circumstances falling within section 86 of the Financial Services and Markets Act 2000 as amended or superseded (the **FSMA**)

provided that no such offer of Commodity Securities referred to above shall require the Issuer or the Authorised Participant to publish a prospectus pursuant to section 85 of the FSMA or supplement a base prospectus pursuant to Article 23 of the UK Prospectus Regulation.

Further, by entering into an Authorised Participant Agreement, each Authorised Participant represents and agrees that with effect from and including the Prospectus Date:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA received by it in connection with the issue or sale of any Commodity Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Commodity Securities in, from or otherwise involving the United Kingdom.

G. US Selling Restrictions

The Commodity Securities have not been, and will not be, registered under the Securities Act or under the securities law of any state or political sub-division of the United States or any of its territories, possessions or other areas subject to its jurisdiction, and the Issuer has not been and will not be registered under any federal laws of the United States. The Commodity Securities include Commodity Securities in bearer form that are subject to US tax law requirements.

No person has registered nor will register as a commodity pool operator of the Issuer under the Commodity Exchange Act of 1936, as amended (the **CEA**) and the rules thereunder (the **CFTC Rules**) of the commodity futures trading commission (the **CFTC**). Any offer or sale of the Commodity Securities must be made in a transaction exempt from the registration requirements of the Securities Act pursuant to Regulation S thereunder (**Regulation S**).

The Commodity Securities may not at any time be offered, sold or otherwise transferred in the United States or to, or for the account or benefit of, persons who are either "US Persons" as defined in Regulation S or persons who do not come within the definition of a "Non-United States Person" under CFTC Rule 4.7 (excluding for the purposes of subsection (d) thereof, the exception to the extent it would apply to persons who are not Non-United States Persons).

Commodity Securities may not be legally or beneficially owned by any entity that is, or that is using the assets of,

(a)

(i) an **Employee Benefit Plan** (as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (**ERISA**)) that is subject to the fiduciary responsibility requirements of Title I of ERISA;

(ii) any plan to which Section 4975 of the United States Internal Revenue Code of 1986, as amended (the **Code**) applies (a **Plan**); or

(iii) an entity whose constituent assets include **Plan Assets** (as determined pursuant to the **Plan Assets Regulation** issued by the United States Department of Labor at 29 C.F.R. Section 2510.3-101 as modified by Section 3(42) of ERISA) by reason of any such Employee Benefit Plan's or Plan's investment in the entity, or

(b) a non-U.S. plan, governmental plan, church plan or other plan that is subject to any federal, state, local, non-U.S. or other law or regulation that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code (a **Similar Law**) unless its acquisition and holding and disposition of such Security, or any interest therein, has not and will not constitute a violation of such Similar Law. The Issuer has the right, at its option, to refuse to recognise any such transfer or to compel any legal or beneficial owner of Commodity Securities who contravenes such prohibition to void the transfer of such Commodity Securities to such legal or beneficial owner or to redeem any such Commodity Securities held by such legal or beneficial owner. Transfers may be voided by the Issuer by compelling a sale by such legal or beneficial owner or by the Issuer selling such Commodity Securities on behalf of such legal or beneficial owner at the lesser of the purchase price therefore or the market value (as determined by the Calculation Agent) of the Price per Commodity Security prevailing at the time such transfer is voided. Terms used in this paragraph have the meanings given to them by the Code.

SECTION 19 – ADDITIONAL INFORMATION

A. General

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this document which may have or have had in the recent past a significant effect on the Issuer's financial position or profitability.

B. Sources

Where information in this Base Prospectus has been sourced from third parties, this information has been accurately reproduced and, so far as the Issuer is aware and is able to ascertain from information published by the referenced third-party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Where third party information is used in this Base Prospectus, the source of such information is identified.

Any website, including the Issuer's Website, mentioned in this Base Prospectus does not form part of the Base Prospectus, unless that information is incorporated by reference into the Base Prospectus, and such websites (and the content of such websites) has not been scrutinised or approved by the Central Bank.

C. Documents Available for Inspection

For the duration of the Programme or so long as any Commodity Securities remain Outstanding, copies of the following documents will be available in printed form for inspection by Securityholders and potential investors at the Registered Office of the Issuer at 4th Floor, 35 Shelbourne Road, Ballsbridge, Dublin 4, Ireland, during normal business hours on any Business Day in Dublin, and also on the Issuer's website at https://onyxcapitalgroup.com/investors-and-asset-managers

(a) the constitution of the Issuer;

(b) this Base Prospectus;

(c) each Trust Deed; and

(d) the annual audited accounts and half-yearly unaudited accounts of the Issuer (once published).

D. Issue Price

The Issue Price (which may not be negative) for the first Commodity Security of a particular class of Commodity Security to be issued shall be, unless otherwise specified in the Final Terms, the initial price given to it in the relevant Creation Notice (as defined in the Master Swap Agreement) for the corresponding Commodity Security.

E. Post-Issuance Information

During the term of a Class of Commodity Securities, the Issuer will publish (a) the Price per Commodity Security of each Class as described in *Section 11 – Determining the Value of an Investment in Commodity Securities*; and (b) new information with respect to Authorised Participants unknown at the time of the Prospectus Date or the relevant Final Terms (as the case may be) on the Issuer's Website.

Save as mentioned in this section entitled *Post-Issuance Information*, the Issuer does not intend to provide any post-issuance information in relation to any Class of Commodity Securities or the performance of any underlying assets.

F. Irish Regulatory Notices

The Issuer is not and will not be regulated by the Central Bank as a result of issuing the Commodity Securities. Any investment in the Commodity Securities does not have the status of a bank deposit and will not be within the scope of the Deposit Guarantee Scheme operated by the Central Bank.

G. Irish Listing Agent

A&L Listing Limited, as the Irish Listing Agent, is acting solely in its capacity as listing agent in respect of the approval of this Base Prospectus by the Central Bank only for the Issuer in connection with the Commodity Securities and is not seeking admission of the Commodity Securities to the official list of the Irish Stock Exchange plc, trading as Euronext Dublin or to trading on the Irish Stock Exchange plc, trading as Euronext Dublin for the purposes of the EU Prospectus Regulation.

H. Website

Any website referred to herein does not form part of this Base Prospectus, unless that information is incorporated by reference into the Base Prospectus, and such websites (and the content of such websites) has not been scrutinised or approved by the Central Bank.

I. Data Protection Notice

By completing the Application Form or the Redemption Form, a Securityholder is providing personal data to the Issuer. This Data Protection Notice is intended to ensure that the Securityholder is aware of what personal data the Issuer holds and how that data is used. The Issuer will use the Securityholder's personal data only for the purposes and in the manner set forth below which describes the steps taken to ensure that the processing of personal data is in compliance with the General Data Protection Regulation ((EU) 2016/679) (**GDPR**), and any implementing legislation thereunder (**Data Protection Legislation**).

This Data Protection Notice applies to Securityholders and to third parties whose information is provided by a Securityholder to the Issuer. The Issuer shall be considered a data controller in accordance with the Data Protection Legislation.

The Securityholder must ensure that it provides a copy of this Data Protection Notice to any third parties whose personal data is provided to the Issuer. This Data Protection Notice applies to all personal data processed by the Issuer regardless of the media on which it is stored. The Issuer may update this Data Protection Notice at any time and will notify the Securityholder in writing of any changes.

Personal data is any data relating to a living person who can be identified directly from that data, or indirectly in conjunction with other information. The Issuer will hold some or all of the following types of personal data: name, address, date of birth, bank details, telephone recordings etc. This personal data will be used by the Issuer for the purposes of:

(a) carrying out legal and regulatory obligations which can include compliance with anti-money laundering and counter-terrorist financing laws and regulations;

(b) disclosing personal data where required to do so by law or regulation which may include disclosure to third parties such as the auditors, the Irish Revenue Commissioners or other relevant tax authorities pursuant to applicable law; and

(c) for any other legitimate business interests of the Issuer or a third party to whom the data is disclosed, where such interests are not overridden by the interests of the data subject, including for statistical analysis and market research purposes.

Personal data will only be processed to the extent necessary for the purposes set out above for the Issuer's legitimate business interests. The Issuer will also process personal data as necessary to comply with legal obligations. The Issuer will inform the Securityholder in advance if it intends to further process personal data for a purpose other than as set out above. The Issuer may also seek the Securityholder's specific consent to the processing of personal data for other specific purposes. The Securityholder will have the right to withdraw such consent at any time.

Failure to provide the required data may result in the Issuer being unable to process an Application Form or a Redemption Form, whichever is applicable. The Issuer will inform the Securityholder where the information asked for is a contractual requirement or needed to comply with legal obligations.

The Securityholder's personal data will be disclosed to, and processed by, the Administrator, (who will be a data processor under the Data Protection Legislation) for the purposes of carrying out the services for the Issuer and to comply with legal and regulatory obligations, including anti-money laundering legislation or foreign regulatory requirements. The Administrator may in turn disclose the Securityholder's personal data to agents or other third parties where necessary to carry out these purposes.

The Issuer may also disclose the Securityholder's personal data to:

(a) the money laundering reporting officer, the Calculation Agent, and any duly authorised agents and related, associated or affiliated companies;

(b) the Irish Revenue Commissioners;

(c) the Central Bank;

(d) agents of the Administrator who process the data for anti-money laundering purposes or for compliance with foreign regulatory requirements; and

(e) other third parties including financial advisors, regulatory bodies, auditors, technology providers.

The Issuer will take all reasonable steps, as required by Data Protection Legislation, to ensure the safety, privacy and integrity of the Securityholders personal data and where appropriate, enter into contracts with such third parties to protect the privacy and integrity of such data and any information supplied.

The Issuer may transfer the Securityholder's personal data to countries outside of Ireland which may not have the same data protection laws as Ireland. The Securityholder's personal data will not be transferred to a country outside of the EEA unless that country ensures an adequate level of data protection. The Issuer will take all steps reasonably necessary to ensure that personal data is treated securely, and that appropriate safeguards are in place to protect the privacy and integrity of such personal data, in accordance with Data Protection Legislation. The Securityholder should contact the Issuer if it wishes to obtain information concerning such safeguards.

The Issuer takes all reasonable steps as required by Data Protection Legislation to ensure the safety, privacy and integrity of the Securityholder's personal data. The Issuer will retain personal data only for so long as is necessary to carry out the purposes set out above and to comply with any legal obligations. In determining appropriate retention periods, the Issuer shall have regard to the requirements of the Central Bank and its obligations to retain information, including under anti-money laundering, revenue and tax legislation.

The Securityholder has a right to obtain a copy of, and the right to rectify any inaccuracies in, the personal data that the Issuer holds by making a request in writing. The Securityholder also has the right to request erasure, restriction, portability or object to the processing of personal data or not to be subject to a decision based on automated processing, including profiling. The Securityholder(s) should inform us of any changes to personal data. The Issuer will respond to requests in writing, or orally if requested, as soon as practicable and in any event not more than one month after receipt of a request.

The Securityholder has the right to lodge a complaint with the Office of the Data Protection Commissioner if unhappy with how its personal data is being handled. If the Securityholder has any queries regarding this Data Protection Notice, it should contact the Issuer at onyx@waystone.com.

SECTION 20– INDEX OF DEFINED TERMS

€

€ 40

A

Account Bank 38, 88
Account Bank Agreement 38, 88
Accounts Directive 63
Administration Agreement 88
Administration Fee 38
Administrator 38, 64, 88
Affiliate 38
Agency Agreement 93
Agents 88
Agreed Pricing 55
AIFM 36
AIFMD 36
AIFs 36
AP Modification 123
Applicable Irish and EU AML Legislation 16, 107
Applicant 38
Application 38
Application Form 38
Application Moneys 38
Authorised Offeror 139
Authorised Participant 38, 89
Authorised Participant Agreement 38, 89
Authorised Person 38

B

Base Prospectus 2, 38
Basic Terms Modification 123
Bearer Securities 39, 89
Business Day 39, 89

C

Calculation Agency Agreement 89
Calculation Agent 89
Calculation Agent Breach 114
CEA 141
Central Bank 2, 39
Certificated 39, 89
Certificated Form 89
CFTC 141
CFTC Rules 141
CGN 8, 89
CJEU 31
Class 39
Clearing System Business Day 89
Clearstream 89
Code 126, 142
Collateral Accounts 39
Collateral Yield 39
COMI 31
Commodity Securities 2, 42, 127
Common Depositary 89
Common Safekeeper 89
Compulsory Redemption 90
Compulsory Redemption Event 90, 109
Compulsory Redemption Events 9
Conditions 39, 90
Corporate Services Agreement 90
Corporate Services Provider 64, 90
Counterparty Event of Default 39
Creation Amount 40
Creation Limits 40
Creation Notice 40
CRS 135

D

DAC 135
Daily Adjustment 40
Daily Dated Brent Futures 40
Daily Dated Futures 40
Data Protection Legislation 144
Default Redemption Event Notice 119
Defaulted Obligation 40
Definitive Certificate 91
Denomination 91
Direct Agreement 40
Directive 34
Directors 40

E

EEA State 40
Electronic Consent 91
Eligible Account Bank 91
Employee Benefit Plan 125, 142
EP Modification 123
ERISA 126, 142
EU 40
EU Insolvency Regulation 31
EU Prospectus Regulation 2, 40, 91
Euro 40, 91
Euroclear 91
Event of Default 91, 119
Exchange 40
Exchange Date 92

Exposure Provider 40
Extraordinary Resolution 92

F
FCA 40
Final Terms 92
Fixed Charge 60, 83
Formula 78
FSMA 41, 141

G
GDPR 144
Global Bearer Security 92
Global Registered Certificate 92
Global Security 92

H
holder 44, 97

I
ICSD 41
ILR 133
Intra-day Price 41
Intra-Day Pricing Event 41
ISIN 137
Issue Date 41, 92
Issue Price 8, 92
Issuer 1, 93
Issuer Call Redemption Event 93
Issuer Insolvency Event 41, 93
Issuer Transaction Account 41
Issuer's Website 93
Issuing Agent 93

L
Loss 93

M
Market Disruption Day 41
Market Disruption Events 41
Markets in Financial Instruments Directive 41, 94
Master Swap Agreement 41
Master Trust Deed 68, 87
Meeting 93
Member State 31
MiFID2 2, 41
Minimum Creation Amount 55

N
NAV 52
NGN 94
Non-exempt Offer 138
Non-exempt Offer Jurisdiction 138
NSS 8

O
Obligor 94
OCAL 42
OCL 42
OCL Secured Property 42
OCL Security Agreement 42
OCL Security Documents 42
OECD 135
Offer Period 139
On-Exchange 42
Onyx 10, 42
Onyx Group 42
Optional Redemption 94
OTC Market 42
Outstanding 94

P
Participants 136
Plan 126, 142
Plan Assets 126, 142
Plan Assets Regulation 126, 142
Portfolio Value 52
PRA 42
Price 42
Pricing Day 42, 78
Pricing Window 42
PRIIPs 141
Principal Amount 95
Proceedings 95, 128
Programme 2, 42, 87
Programme Document 42, 95
Programme Effective Date 95
Programme Expenses Fee 43
Programme Party 95
Prospectus 155
Prospectus Date 2, 43, 95

R
Recast UCITS Directive 37
Redemption 96
Redemption Limit 96
Register 96
Registered Office 43
Registered Securities 43, 96
Registrar 96
Regulated Market 43
Regulation S 141
Relevant Clearing System 43, 96
Relevant Currency 97

Relevant Date 97, 119
Relevant Stock Exchange 43, 97
Relevant Territory 132
RIS 97
Roll Period 53

S
Section 110 28
Secured Liabilities 97, 127
Secured Parties 97, 127
Secured Property 97, 127
Securities Act 2, 97
Security 97
Security Agreement 44
Security Assignment 59, 83
Security Deed 87, 97
Security Document 97
Security Trustee 44, 87
Securityholder 44, 97
Series 97
Settlement Failure 97
Settlement Failure Date 97
Settlement Price 52, 98
Settlement Pricing 55, 98
Settlement Redemption Form 98
Similar Law 126, 142
SOFR 98
Subscription 88
Substituted Obligor 124
Supplemental Trust Deed 68, 87
Swap Contract 44, 98
Swap Contract Termination 44, 98
Swap Security 13

T
Tax 98
Taxes 98
Trade Date 98
Trading Day 44
Transfer Agent 98
Trust Deed 44, 68, 87
Trustee 44, 87

U
UCITS 37, 98
UCITS Scheme 15
UK 44
UK Anti-money Laundering Regulations 16
UK Prospectus Regulation 98
Uncertificated Form 44
Uncertificated Registered Securities 98
Uncertificated Regulations 98
United Kingdom 44
United States 44
US 44

V
Valuation Agent 44, 99
VAT 44

W
Written Resolution 99

Z
zero coupon 45

SECTION 21– DIRECTORY

ISSUER
Onyx ETC Securities Public Limited Company 4th Floor, 35 Shelbourne Road, Ballsbridge, Dublin 4, Ireland

TRUSTEE AND SECURITY TRUSTEE
Waystone Corporate Services (IE) Limited **Unit 10 & 11, Cahir Road, Cashel Co. Tipperary, Cashel, Tipperary, E25 WK15, Ireland**

DIRECTORS OF THE ISSUER
Ross Dunne Matthew Tracey

ADMINISTRATOR
Onyx Commodities Limited 95 Cromwell Road, Second Floor, London, United Kingdom, SW7 4DL

CALCULATION AGENT
Waystone Corporate Services (IE) Limited Unit 10 & 11, Cahir Road, Cashel Co. Tipperary, Cashel, Tipperary, E25 WK15, Ireland

REGISTRAR AND TRANSFER AGENT
Citibank Europe Public Limited Company 1 North Wall Quay, Dublin 1, Ireland

CORPORATE SERVICES PROVIDER
Waystone Corporate Services (IE) Limited Unit 10 & 11, Cahir Road, Cashel Co. Tipperary, Cashel, Tipperary, E25 WK15, Ireland

ISSUING AND PAYING AGENT
Citibank, N.A., London Branch Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom

ACCOUNT BANK
Citibank Europe plc 1 North Wall Quay, Dublin 1, Ireland

AUDITOR
Grant Thornton 13-18 City Quay, Dublin 2, D02 ED70, Ireland

IRISH LEGAL ADVISORS TO THE ISSUER
A&L Goodbody LLP 3 Dublin Landings, North Wall Quay, Dublin 1, D01 C4E0, Ireland

ENGLISH LEGAL ADVISORS TO THE ISSUER
Hill Dickinson LLP The Broadgate Tower, 20 Primrose Street, London, United Kingdom, EC2A 2EW

IRISH LISTING AGENT
A&L Goodbody Listing Limited

3 Dublin Landings, North Wall Quay, Dublin 1, D01 C4E0, Ireland

ANNEX 1– FORM OF FINAL TERMS

The form of Final Terms that will be issued in respect of each Series is set out below (subject to the deletion of non-applicable provisions and/or instructions)

Final Terms dated [•] 20[•]

Programme for the Issue of Commodity Securities

Onyx ETC Securities Public Limited Company (the **Issuer**)

4th Floor, 35 Shelbourne Road, Ballsbridge, Dublin 4, Ireland

Issue of [specify number of Commodity Securities comprising the relevant Series] of [specify Class] issued under the Programme (the **Series**)

These Final Terms (as referred to in the base prospectus (the **Prospectus**) dated [•] 2025 in relation to the above Programme) relates to the issue of the Commodity Securities referred to above. Terms used in these Final Terms have the same meaning as in the Prospectus.

The Commodity Securities are issued in accordance with, and subject to, the terms and conditions as outlined in more detail in *Section 14 (Terms and Conditions of the Commodity Securities)* (the **Conditions**).

The Issuer has obtained all necessary consents, approvals and authorisations in connection with the establishment of the Programme. The establishment of the Programme was authorised by a resolution of the board of the Issuer passed on 16 January 2025.

These Final Terms have been prepared for the purpose of the EU Prospectus Regulation and for filing with the relevant competent authority for the purposes of Article 8(4) thereof.

These Final Terms must be read in conjunction with the Prospectus and any supplement thereto, which are published on the Issuer's Website at https://onyxcapitalgroup.com/investors-and-asset-managers **pursuant to Article 21 of the EU Prospectus Regulation.**

An offer of the Commodity Securities may be made (other than pursuant to Article 1(4) of the EU Prospectus Regulation) by the Issuer or by [• with LEI [•]] (each a "**Permitted Offeror**") in [•]] [the United Kingdom (please note that such offers in the United Kingdom will not be offers made pursuant to the EU Prospectus Regulation) ("**Public Offer Jurisdictions**") during the period from [•] until [•] (the "**Offer Period**").

[*Include whichever of the following apply or specify as* "*Not Applicable*" (*N/A*)*. Note that italics denote guidance for completing the Final Terms.]*

[*When completing final terms or adding any other information, consideration should be given as to whether such terms or information constitute* "*significant new factors*" *and consequently trigger the need for a supplement to this Base Prospectus under Article 23 of the EU Prospectus Regulation.*]

All provisions in the Conditions corresponding to items in these Final Terms which are indicated as not applicable, not completed or deleted shall be deemed to be deleted from the Conditions.

Issuer (**and LEI**)	Onyx ETC Securities Public Limited Company LEI: 635400OVJAPZ35IGOC53

Class	[•]
Series	[•]
ISIN	[•]
Issue Date:	[•]
Trade Date	[•]
Price (on creation)	[•]
Daily Adjustment	[•]
Aggregate number of Commodity Securities to which these Final Terms apply	
(a) Comprising the Series:	[•]
(b) Prior to the issue of this Series:	[•]
(c) Immediately following the issue of this Series:	[•]
Estimated net proceeds of issue of the Commodity Securities to which these Final Terms apply	[•]
Maximum number/amount of Commodity Securities that may be issued of the Class being issued pursuant to these Final Terms:	[•] / [not applicable]
Minimum number/amount of Commodity Securities that may be issued of the Class being issued pursuant to these Final Terms:	[•] / [not applicable]
Total amount of the offer; if the amount is not fixed, description of the arrangement and time for announcing to the public the amount of the offer:	[•] / [not applicable]

Terms and Conditions of the Offer:

Issue Price	[•]
Conditions to which the offer is subject:	In the event of an offer being made by an Authorised Offeror, the Authorised Offeror will provide information to investors in accordance with, and subject to, the terms and conditions as outlined in more detail in *Section 14 – Terms and Conditions of the Commodity Securities* (the **Conditions**).
Description of the time period, including any possible amendments during which the offer will be open and a description of the application process:	In respect of any Commodity Securities, offers may be made at any time during the period from and including the date of the Base Prospectus to (but excluding) the date falling 12 months after the date of the Base Prospectus. There is no application process for potential purchasers. Instead, each Authorised Offeror may offer to investors in agreed transactions.

Specified Denominations	The Commodity Securities may be traded in integral multiples of [one]
Interest Type	Zero coupon
Default Interest	Not applicable
Intended to be held in a manner which would allow Eurosystem eligibility	[Yes. Note that the designation "Yes" simply means that the securities are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][*include this text for registered notes*] and does not necessarily mean that the securities will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] / [No. Whilst the designation is specified as "No" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the securities are capable of meeting them the securities may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][*include this text for registered notes*]. Note that this does not necessarily mean that the securities will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]
Form	[Bearer Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note] [Temporary Global Note exchangeable for Definitive Notes on [•] days' notice] [Permanent Global Note exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]] [Registered Notes: [The Global Notes will be registered in the name of a [nominee]/[common safekeeper]/[depositary] for [Euroclear and Clearstream, Luxembourg]] [Uncertificated Securities in dematerialised and registered form] [NGN Form: [not applicable]/[applicable]]]
Details of the method and time limits for paying up and delivering the Commodity Securities	As individually agreed between a purchaser and the relevant Authorised Purchaser.
Redemption Date	Not applicable.
Amount of any expenses and taxes specifically charged to the subscriber or purchaser	[•] / [*not applicable*]
Countries where the Prospectus has been notified	The Central Bank has provided the competent authorities of each other Member State of the European Economic Area with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the EU Prospectus Regulation.

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place	[•]
Name and address of any paying agents and depository agents in each country	[•]
[Method of delivery]	[Non-syndicated]
Delivery	Against payment
Non-exempt Offer	[Not Applicable]

Additional Information

Listing	Application will be made to Euronext Dublin for the Commodity Securities to be admitted to the Official List and admitted to trading on the regulated market of The Irish Stock Exchange (trading as Euronext Dublin). The admission to trading on Euronext Dublin is technical only and investors should be aware there is no trading facility for the Commodity Securities there.] The earliest date on which the Commodity Securities will be admitted to trading on Euronext Dublin will be [•].
Estimate of total expenses related to admission to trading for the relevant Series:	[•]
Relevant Stock Exchange(s)	Euronext Dublin (regulated market)
Reasons for the Offer	The net proceeds from the issue of each Class of Commodity Securities will be paid by the Issuer to the Exposure Provider on entry into a Swap Contract of the same Class. The Swap Contracts of a particular class will provide the Issuer with a return based on the movements of the relevant Daily Dated Futures (less fees, expenses and other adjustments) for an amount equal to the issue proceeds of such Commodity Securities.
Relevant Clearing System	Euroclear Clearstream
Agents	[*insert names and details of Registrar, Transfer Agent, Issuing and Paying Agent, Calculation Agent and Account Bank*]
Trustee	[•]
Authorised Participants	As at the Issue Date of the Series of Commodity Securities to which these Final Terms relate: [*give name and address of institution*] The full list of Authorised Participants in respect of the Class from time to time will be published at https://onyxcapitalgroup.com/investors-and-asset-managers (or such other website as may be notified to Securityholders).
Jurisdiction	The courts of Ireland have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Commodity Securities and, accordingly, any legal action or

proceedings arising out of or in connection with any Commodity Securities (the **Proceedings**) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of each of the Trustee and the Securityholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading the Series of Commodity Securities described herein pursuant to the Programme.

The Issuer may, from time to time (without the consent of the Trustee or any Securityholder), in accordance with the Trust Deed, the Conditions and the Authorised Participant Agreement(s), create and issue further securities and/or incur further obligations relating to such securities.

So far as the Issuer is aware, no person involved in the offer of the Commodity Securities has an interest material to the offer.

Signed on behalf of the Issuer:

By: .....

Duly authorised

ANNEX

FORM OF ISSUE SPECIFIC SUMMARY

(Issuer to annex form of issue specific summary to the Final Terms)

ANNEX 2– FREQUENTLY ASKED QUESTIONS

This section is intended to answer some of the questions, which a prospective investor may have when considering an investment in Commodity Securities.

For the avoidance of doubt, this section is not intended to act as a summary of the Base Prospectus, the Programme, or as a substitute for any other information contained in this Base Prospectus.

A prospective Securityholder must read the entirety of this Base Prospectus (including the relevant Final Terms) before making an investment in Commodity Securities.

#	Question	Answer
		General
1	**What are Commodity Securities?**	Commodity Securities are secured, undated limited recourse, zero coupon debt securities issued by Onyx ETC Securities Public Limited Company, an Irish company established as a special purpose vehicle for the purpose of issuing the Commodity Securities. The Commodity Securities have been designed to enable investors to achieve a return based on the movements of futures contracts which track movements in the price of individual commodities and to enable investors to buy and sell that interest through the trading of a security on a stock exchange. As of the date of this Prospectus, one class of Commodity Securities is being issued under this Programme — Onyx Spot Crude Oil Securities. Onyx Spot Crude Oil Securities are priced by reference to Daily Dated Brent Futures.
2	**What are Daily Dated Futures?**	Daily Dated Futures are predetermined cash settled futures for which the closing market price is determined at the end of each Trading Day by the exchange on which the relevant futures trade.
3	**How do the Commodity Securities provide a return based on the movements of Daily Dated Futures?**	The Commodity Securities provide exposure (before fees and adjustments and in the absence of Market Disruption Events) to movements in Daily Dated Futures, such that if the end of day value of the relevant portfolio of Daily Dated Futures falls, the Price of the relevant Commodity Security will also fall (and vice versa).
4	**How does the Issuer back its exposure to the Daily Dated Futures?**	A class of Commodity Security is backed by Swap Contracts of the same class entered into with an Exposure Provider under the terms of a Master Swap Agreement. Under a Master Swap Agreement, the Issuer and the relevant Exposure Provider agree that on each issuance of Commodity Securities (subject to Creation Limits where applicable) the Issuer and the Exposure Provider will enter into a Swap Contract pursuant to which the Issuer pays all of the issue proceeds of that class of Commodity Securities to the Exposure Provider and in return the Exposure Provider pays the total return on the relevant Daily Dated Futures to the Issuer on redemption. The Swap Contracts of a particular class will provide the Issuer with a return based on the performance of the relevant portfolio of Daily Dated Futures (less fees, expenses and other adjustments) for an amount equal to the issue proceeds of the related class of Commodity Securities.

#	Question	Answer
		Each Exposure Provider is also required to provide security with respect to its payment obligation under the Swap Contracts as described under "What is the purpose of the security provided by the Exposure Provider?" below. At the date of this Prospectus, OCL is the only Exposure Provider appointed by the Issuer. On each issuance of Onyx Spot Crude Oil Securities, the Issuer and OCL will enter into a Swap Contract pursuant to which the Issuer will pay all of the issue proceeds of that class of Commodity Securities to OCL and in return OCL pays the total return on the relevant Daily Dated Brent Futures to the Issuer on redemption.
5	**Is an investment in Daily Dated Futures the same as investing in the underlying commodities?**	An investment in Daily Dated Futures is not the same as investing directly in the underlying commodities. Importantly, an investment in a Daily Dated Futures does not give any ownership interest, right or entitlement to any actual commodity or commodity futures contract. Any amounts payable on the Commodity Securities will be in cash, and the holders of the Commodity Securities will have no right to receive delivery of any commodity or commodity futures contract at any time.
6	**How are Commodity Securities traded?**	Generally, only Authorised Participants may apply for and redeem Commodity Securities directly with the Issuer, at the Price on the relevant date. Once an Authorised Participant applies for Commodity Securities with the Issuer, that Authorised Participant may: • choose to hold the Commodity Securities itself; • sell those Commodity Securities on a Relevant Exchange; • sell those Commodity Securities in the OTC Market; or • redeem the Commodity Securities directly with the Issuer. Investors other than Authorised Participants are able to trade Commodity Securities on any Relevant Exchange or in the OTC Market. Transactions in Commodity Securities other than those directly with the Issuer can be done at any point during the Trading Day. Such purchases of Commodity Securities will generally be done at a "bid price" and any sales of Commodity Securities intraday will generally be done at an "offer price". The bid and offer prices of a Commodity Security are expected to be close to the cash value of the Price of the relevant class of Commodity Security on a particular day, however, they will not match exactly the Price because bid and offer prices also take account of other market conditions such as market liquidity (supply and demand) at the time that the investor is looking to buy or sell their Commodity Securities.
7	**Are the Commodity Securities debt securities?**	Yes. The Commodity Securities are debt securities. They can be bought or sold between two parties and have defined characteristics including an issue date, maturity value and earn an interest equivalent, each of which is set out in the relevant Final Terms.
8	**Do the Commodity Securities have a principal amount?**	The principal amount of the Commodity Securities is set out in the relevant Final Terms.
9	**Do the Commodity Securities bear interest?**	The Commodity Securities are zero-coupon securities.
Value of the Commodity Securities		

#	Question	Answer
10	**What is the Price?**	The Price of a particular class of Commodity Securities is calculated in accordance with a set formula and examples of how it is calculated are set out in *Section 11 – Determining the Value of an Investment in Commodity Securities*. The Price reflects the the daily performance of the corresponding portfolio of Daily Dated Futures adjusted for the NAV and the applicable fees payable in respect of that class of Commodity Securities.
11	**What is rolling?**	Daily Dated Futures are cash settled futures and are traded in daily contracts. These can be placed into weeks and each week is the average of the Daily Dated Futures for each Pricing Day. To ensure continuous exposure, each Exposure Provider will hold a full week of Daily Dated Futures (e.g. 5 Daily Dated Futures, one for each business day of the week) two weeks forward from the current week and shifts to the following week during the Roll Period. Further information on the rolling methodology and its impact on the Price is set out in *Section 11 – Determining the Value of an Investment in Commodity Securities* under the heading "Rolling methodology".
12	**When will the Price be published?**	The Price for a particular Pricing Day will be published on the Issuer's Website on the next Business Day.
13	**What is the Daily Adjustment?**	The Daily Adjustment forms part of the pricing formula for the Commodity Securities and will result in certain adjustments to the Price of a Commodity Security. The Daily Adjustment reflects the fees payable to the Administrator and the Initial-Set-up Costs. The Daily Adjustment is described in greater detail under the heading "*The Daily Adjustment element of the formula*" in *Section 11 – Determining the Value of an Investment in Commodity Securities*.
14	**What is the cash value of a Commodity Security?**	Each Commodity Security has a Price (which is an amount in the Relevant Currency) which reflects the value of the corresponding Swap Contract and which also reduces each day to reflect the accrual of the fees payable in respect of that Commodity Security. All Securityholders will generally buy and sell their Commodity Securities on a stock exchange in return for cash. The cash value at which the Commodity Securities will trade on exchange is expected to be close to the value of such Price. Further information and examples of how the Price is calculated are set out in *Section 11 – Determining the Value of an Investment in Commodity Securities*.
Futures Contracts and the Exposure Providers		
15	**What is an Exposure Provider?**	The Exposure Providers are entities with which the Issuer has entered into a master swap agreement, pursuant to which the Issuer will enter into Swap Contracts with the relevant Exposure Provider. As at the date of this Prospectus, OCL is the only Exposure Provider under the Programme.
16	**What is the purpose of the security granted by the Exposure Provider?**	The Issuer pays all of the issue proceeds for each class of Commodity Securities to an Exposure Provider in return for that Exposure Provider entering into a Swap Contract. This means that the Issuer will have a credit exposure to the Exposure Provider with respect to the amounts owed to the Issuer under the terms of the Swap Contract. To reduce

#	Question	Answer
		this exposure the Exposure Provider is required to grant security over its interest in the Collateral Accounts. In the event that an Exposure Provider defaults on its payment obligations under a Swap Contract, then the Issuer will be entitled to take control over the Collateral Accounts of that Exposure Provider and the collateral within it for the purposes of realising the collateral. The Issuer would then sell such collateral with the aim of satisfying the amounts owed to it by that Exposure Provider under a Swap Contract, although in the event that the proceeds from selling the collateral are less than the amounts owed by that Exposure Provider then the Issuer may not in turn be able to pay the full amount owed to Securityholders.
17	**What happens if an Exposure Provider defaults?**	If a Counterparty Event of Default occurs in respect of an Exposure Provider, the Issuer would be expected to cease to enter into Swap Contracts with that Exposure Provider. A Counterparty Event of Default would include circumstances where an Exposure Provider has failed to pay amounts due in respect of a Swap Contract Termination and has failed to rectify such failure to pay within a certain time limit. Upon default the Issuer will close out the existing Swap Contracts in place with the Exposure Provider in receipt for the cash owed to it under such Swap Contracts. The occurrence of a Counterparty Event of Default would also trigger a compulsory redemption of the Commodity Securities corresponding to the terminated Swap Contracts. Consequently, an investment in Commodity Securities may be redeemed earlier than desired by a Securityholder and at short notice. In these circumstances, the Securityholder may suffer a loss if the Price of the Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Securityholder rather than on the date of the early redemption.
18	**When can an Exposure Provider elect to terminate Swap Contracts?**	At the date of this Prospectus, the Issuer has only appointed OCL as an Exposure Provider. Pursuant to the terms of the OCL Master Swap Agreement, OCL, as Exposure Provider, may, on giving not less than three (3) months' prior written notice to the Issuer, elect to compulsorily redeem all classes of Swap Contracts or, in the event that the Issuer has defaulted on certain of its obligations to OCL under the Master Swap Agreement, OCL may compulsorily redeem all classes of Swap Contracts on not less than two Business Days' notice. OCL also has the right to terminate some or all of the Swap Contracts of a particular class if for any reason it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Master Swap Agreement or Swap Contracts of one or more classes. In such a case, the Issuer has, and will exercise, the right to redeem some or all of the Commodity Securities of that class. Other termination rights in favour of OCL include on the occurrence of a material adverse change (which itself includes a change in tax law). If OCL does not agree to provide Swap Contracts beyond such date or it chooses to terminate its Master Swap Agreement earlier, then all classes of Swap Contracts will be also compulsorily redeemed.

#	Question	Answer
		In the event that some or all of the Swap Contracts in respect of a class are terminated, a corresponding redemption of the Commodity Securities corresponding to the terminated Swap Contracts would be triggered. Consequently, an investment in Commodity Securities may be redeemed earlier than desired by a Securityholder and at short notice. In these circumstances, the Securityholder may suffer a loss if the Price of the Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Securityholder rather than on the date of the early redemption.
Roles of the Relevant Parties		
19	**Who are the Trustee and the Security Trustee? What do they do?**	The Trustee and the Security Trustee are both Waystone Corporate Services (IE) Limited, an independent entity whose role is to act as trustee on behalf of Securityholders in accordance with the Trust Deed and to act as security trustee on behalf of Securityholders and the other Secured Parties in accordance with the Security Deeds. The Trustee holds its rights on behalf of Securityholders and the Security Trustee holds its right on behalf of Secured Parties.
20	**Who are the Authorised Participants and what do they do?**	Authorised Participants are financial institutions who meet certain eligibility requirements and who have entered into an Authorised Participant Agreement with the Issuer. Only Authorised Participants are allowed to subscribe for Commodity Securities directly with the Issuer. Authorised Participants are under no obligation to act as market makers for the Commodity Securities. Authorised Participants may buy and sell the Commodity Securities On-Exchange or in the OTC Market but are under no obligation to do so. This may affect the liquidity of the Commodity Securities.
21	**Who is the Calculation Agent?**	Waystone Corporate Services (IE) Limited is acting as the Calculation Agent with respect to the Commodity Securities. The role of Waystone Corporate Services (IE) Limited as Calculation Agent is limited to the making of calculations and determinations in accordance with the terms of the Calculation Agency Agreement.
Investing in Commodity Securities		
22	**Who is the "holder" of the Commodity Securities?**	If the Commodity Securities are held through a clearing system or by a bank's or broker's nominee (which will usually be the case), the legal "holder" will either be the entity nominated by the clearing system as the depositary for the Commodity Securities or the person entered in the register as the Securityholder. An investor's rights in relation to the Commodity Securities will be governed by the contract the investor has with their broker, custodian or other entity through which the investor holds their interest in the Commodity Securities and the contracts they have with the clearing system and any intermediaries in between. Accordingly, where this Base Prospectus describes a right as being owed to, or exercisable by, a Securityholder then an investor's ability to benefit from or exercise such right will be dependent on the terms of the contracts in such chain.

#	Question	Answer
23	**What is the minimum investment?**	The minimum investment in the secondary market is one Commodity Security.
24	**Can an investor lose more than its initial investment?**	An investor who buys and holds its Commodity Securities cannot lose more than its initial investment.
25	**Can an investor lose all of its investment?**	Yes, an investor may lose some or all of its initial investment. An investor can also lose part of their investment if an Exposure Provider defaults. See the "*What happens if the Exposure Provider defaults?*" above.
26	**Are investors charged a fee for holding Commodity Securities?**	Yes, investors are charged a fee in respect of the holding of the Commodity Securities (the Daily Adjustment). This is deducted each day by a reduction in Price. Where an Authorised Participant subscribes for Commodity Securities, the Issuer may charge an Application Fee which will be payable in addition to the Price and, likewise, the Issuer may deduct an amount equal to the Redemption Fee from the amount payable on a redemption of Commodity Securities. Further information is set out in *Section 6 – Description of the Commodity Securities*.
27	**What happens if a Market Disruption Event occurs?**	If the Settlement Price of the relevant Daily Dated Futures is not published due to a Market Disruption Event then the Calculation Agent will use a special value of the relevant Daily Dated Futures calculated using the most recently reported prices for the relevant Daily Dated Futures, if any, that are not subject to a Market Disruption Event and using a fair market value determined in accordance with the principles set out in the Calculation Agency Agreement described in Condition 5.4 (*Market Disruption Day*) for the relevant Daily Dated Futures that are subject to a Market Disruption Event.
28	**Do Commodity Securities have a set maturity date?**	No, the Commodity Securities have no specified maturity date or expiry date.
29	**Are there transaction costs on exchange for buying and selling Commodity Securities?**	Investors who buy and sell Commodity Securities on exchange or in transactions other than with the Issuer may be charged additional costs by other parties (for example brokerage fees) in respect of those transactions.
30	**Does it cost me money to redeem my Commodity Securities?**	There are no Redemption Fees if a Securityholder sells its Commodity Securities in the secondary market. However, if a Securityholder redeems the Commodity Securities directly from the Issuer, a Redemption Fee applies. The cost of a Redemption varies depending on the type of Redemption and the nature of the Securityholder. In the case of an Optional Redemption, Commodity Securityholders who are not Authorised Participants will be notified of the applicable fee upon redemption.

ANNEX 3 - FINANCIAL INFORMATION RELATING TO ONYX COMMODITIES LIMITED

COMPANY REGISTRATION NUMBER: 03948550

ONYX COMMODITIES LIMITED

FINANCIAL STATEMENTS

FOR THE YEAR ENDED

30 JUNE 2023

ONYX COMMODITIES LIMITED

FINANCIAL STATEMENTS

YEAR ENDED 30 JUNE 2023

Contents

Contents	Page
Officers and professional advisers	**1**
Strategic report	**2**
Directors' report	**7**
Independent auditor's report to the members	**10**
Income statement	**14**
Statement of financial position	**15**
Statement of changes in equity	**16**
Notes to the financial statements	**17**

ONYX COMMODITIES LIMITED

OFFICERS AND PROFESSIONAL ADVISERS

The board of directors	C J Eadie (Resigned 31 October 2022) O N Kayaam G J Newman J D Pegler (Resigned 11 October 2023)
Registered office	95 Cromwell Road Second Floor London SW7 4DL
Auditor	TC Group Statutory Auditor Lynton House 7-12 Tavistock Square London WC1H 9BQ

ONYX COMMODITIES LIMITED

STRATEGIC REPORT

YEAR ENDED 30 JUNE 2023

The Board of Directors ("The Board") present their strategic report of the company for the year ended 30 June 2023.

Principal activities

The company's principal activity of the company during the year was trading in cleared oil & gas derivatives and metals.

The company is authorised and regulated by the Financial Conduct Authority ("FCA").

Group structure

Onyx Commodities Limited ("OCL") is a member of the group controlled by Onyx Capital Group Limited.

During the year, as part of a group re-structure, Onyx Corporate Vehicle Ltd, a newly incorporated entity subsequently changing its name to Onyx Capital Group Limited, became the company's ultimate parent company and assumed control of the group. The company's immediate parent company, Onyx Capital Group Limited, changed its name to Onyx Capital Group Services Limited.

Business review

The company revenue reached £201 million, which represents 26% year-on-year growth. Our operating profit also demonstrated a substantial growth at £78 million, marking a 21% increase compared to the previous year.

Despite global challenges such as higher interest rates, the Russia-Ukraine conflict, and the slowing down of the commodity cycle, our business model has proven to be robust and yielded further growth. This robustness is further demonstrated in our maintenance of high profit margins, with a gross margin of 69% and a pre-tax profit margin of 39% The continuation of this growth trajectory from the prior June 2022 financial year, that was a phenomenal year for traditional commodity trading businesses, evidences our strategic positioning in the industry, and our operational efficiency.

Our core oil liquidity providing franchises have underpinned our strong performance and we've now expanded our liquidity offering in this space with the scaling up of our Distillates and Petrochemical desks. We have also added Metals as a new traded commodity at Onyx, trading across Steel, Copper, Zinc and Iron Ore to date, marking the early stages of bringing our liquidity model to verticals within the Energy and Commodities industry.

Central to our ethos is mastering risk. In our unique role as liquidity providers, the onus of market risk rests squarely on our shoulders. In the initial phases of our expansion, risk management was executed in isolated silos, with limited integration or holistic optimisation. As we have transitioned from a robust market share in individual products to a collective dominance in liquidity provision for oil derivatives, we are now harnessing our vast influence across all its verticals, optimising the global liquidity pool to amplify our profitability.

Firstly, our data capabilities have undergone substantial evolution over the past year, bolstered by machine learning techniques, aggregation of market risk data, and continuous refinement of our tools. Engaging in brainstorming sessions with senior traders and fostering collaborative experiments with multiple iterations have been instrumental in this monumental improvement. Secondly, we're strategically segmenting risk into hedging portfolios, allowing us to proactively account for seasonality and mitigate portfolio volatility. Lastly, our recent inclusion of seasoned traders, whose risk management expertise aligns with our trading ethos, ensures an optimised and holistic approach. Finally, it is important to assist this diversification effect with the addition of new desks. We now operate 12 fully functional liquidity providing desks, up from 9 last year. All these efforts are directed at minimising volatility in the company's profitability, whilst preserving a sustainable growth trajectory.

With our strategic expansion, we've capitalised on increased notional values, demonstrating our business's versatility in profiting across diverse market conditions.

Business review ***(continued)***

In the June 2022 financial year, market volatility surged to unprecedented levels. Trading entities reaped immense profits, whereas volume-centric businesses, such as brokers and exchanges, faced challenges. The heightened volatility amplified risks and capital requirements, subsequently diminishing volumes. Yet, we capitalised on these dynamics like a seasoned trading firm. Conversely, our June 2023 financial year saw a decline in volatility but a surge in volumes. While trading businesses encountered challenges, volume-driven entities thrived. In these circumstances, our profitability mirrored that of a volume-centric enterprise. This adaptability underlines our capacity to benefit from the inherent volume growth in financial commodity markets, irrespective of the volatility landscape.

Our traded notional volumes, expressed in barrels for our oil trading, witnessed a significant 47% annual increase, reaching 24.5 billion barrels. This growth epitomises the strength of our liquidity model, now further fortified with diverse revenue channels.

Consistently offering competitive prices, regardless of market conditions, and modern complimentary services to assist trading businesses to profit from the variability in market conditions has greatly enhanced our brand's stature and acceptance in the industry, positioning us as pivotal market infrastructure.

The company considers the following to be key performance indicators:

	2023	**2022**
Turnover	£201m	£159m
Turnover growth	26.4%	87.8%
Gross profit margin	68.7%	72.3%
Operating profit	£78m	£64m
Operating profit margin	38.6%	40.4%
Profit	£62m	£53m
Cash at bank	£13.4m	£9.7m
Net assets	£94m	£67m

The company has traded strongly during the year. The directors are satisfied with the performance of the company, and its position at the year end.

The Board do not consider that there are any non-financial key performance indicators that are central to their assessment of the company.

Future operations and outlook

The upcoming financial year will emphasise the vertical growth of our liquidity service. We have officially ventured into the Power sector, initiating a Senior division at our new Zug location. Significant efforts are underway to develop robust systems to back their endeavours, with the ambition for our comprehensive Power offerings to mirror the identity and services we've established in the oil sector.

Following on from the previous financial year, we will also be continuing our development into the Metals sector. We reached 107 million tonnes in financial metals trading volumes in the financial year in review, and we will look to expand on this by widening our reach across the complex and growing within existing franchises.

The next financial year is well underway, and it promises to be another year of exciting developments.

Principal risks and uncertainties

The principal risks applicable to the company relate to commodity prices, a reliance on services provided by its clearing bank and other risks that affect its day-to-day operations. The company sometimes accepts commodity pricing risk as an intrinsic aspect of trading which generates revenue. Periods of high pricing volatility offer substantial trading opportunities, and with tight risk controls, the company has been able to generate substantial profits under these circumstances, regardless of the absolute prices of the underlying commodities themselves. The company aims to mitigate all other risks as much as possible at all times.

The ability of the clearing bank to provide efficient clearing services along with a credit facility that is proportionate to the company's risk profile distinguish it from other providers of similar services. The result of this is that the company has concentrated counterparty credit risk with this bank.

The company's revenue-generating operations are "tech-heavy" and are highly reliant on fast and efficient data transfer and analysis processes and software. The company is therefore sensitive to any interruptions to its internet connectivity and power supply. The company has exposure to risks associated with unauthorised and/or fraudulent trading activities by its employees. In order to mitigate these risks the company has developed a comprehensive trader training program and actively monitors both the trading and the behaviour of employees.

Other risks which could affect the profitability of the company are interest rates, foreign exchange, increases in the fees charged by exchanges, the regulatory environment and the loss of key personnel.

Risks are reviewed by Management and appropriate processes and controls are in place to monitor and mitigate them. Risks identified by management include the following:

Clearing services

The company continues to rely on just one clearer to service all its trading operations. The uninterrupted continuance of these services remains central to the profitability of the company. Whilst the existing provider has made no indications of plans to alter its clearing services, the company has made progress in the search for other clearers and is aiming to formalise a relationship with another provider during the next financial year.

The regulatory environment

We continue to abide by the Investment Firms Prudential Regime that was rolled-out in 2022 and the associated capital requirements have been closely analysed to ensure that additional requirements on the company (both capital and compliance requirements) are adhered to at all times..

Personnel

The company continues to recruit new staff to fill senior roles to ensure that the company has a high level of expertise in each area. These have been full-time hires, removing the dependence on contractors for vital responsibilities to improve business continuity, whilst also ensuring that vital operational functions are not concentrated with a small number of key staff.

The company has a continuity plan in place with emphasis on coverage for senior management. Operations, HR, Tech, Trade Support, Risk and Compliance coverage plans exist for the most critical tasks and processes.

The company has moved into a new office space during the year and now has access to all Onyx staff and resources in one place with capacity to grow headcount.

Principal risks and uncertainties ***(continued)***

Financial risks

The vast majority of the company's assets are highly liquid, and therefore risks associated with cash flows to suppliers are minimal. The company bears foreign exchange risk as a result of earning revenue in US$ and having significant outgoings in GB£ and this is mitigated by converting profits earned in US$s into GB£s via the fx spot and forward markets. Additionally, in the first few months of the new financial year, the weakening of the GB£ allowed the firm to lock in lower currency conversion rates for substantial future earnings.

The company has been extended a significant credit facility by its clearer and pays interest on amounts borrowed. Therefore, it is susceptible to interest rate changes, particularly increases in US$ borrowing rates. Exposure to interest rate risk is managed by minimising the usage of the credit facility where possible.

Conclusion

The Board are therefore confident that the company is well placed to continue its operations, and take advantage of market opportunities that may arise.

Statement by the Board of Directors in performance of their statutory duties in accordance with S172(1) of the Companies Act 2006

The Board of Directors ("The Board") and senior management team, both individually and together, have acted in good faith, in a way they consider would be most likely to promote the success of the company for the benefit of its members as a whole (having regard to the stakeholders and matters set out in S172 of Companies Act 2006), these being;

(a) the likely consequences of any decision in the long term;
(b) the interests of the company's employees;
(c) the need to foster the company's business relationships with suppliers, customers and others;
(d) the impact of the company's operations on the community and the environment;
(e) the desirability of the company maintaining a reputation for high standards of business conduct; and
(f) the need to act fairly as between members of the company.

The Board considers its stakeholders to be its shareholders, employees, partners, suppliers/creditors and regulatory authorities in its areas of operation.

The company maintains a well-functioning and balanced board, ensuring that the directors have the necessary up-to date experience, skills and capabilities. The Board promotes a corporate culture that is based on ethical values and behaviour and maintains governance structures and processes that are fit for purpose and support good decision-making.

The Board seeks to understand and meet the needs and expectations of its stakeholders. In particular it has established a strategy and business model which it believes will promote long term value to shareholders. The company's details are displayed on its website allowing shareholders to contact the company if they so wish. The Board attaches great importance to providing shareholders with clear and transparent information on the company's activities and strategy.

The Board takes into account wider stakeholder and social responsibilities and their implications for long term success. Directors and employees adopt a broad view during decision making to take meaningful account of the impact of the business on all key stakeholder groups. The Board recognises that the company's long-term success is reliant on the efforts of its employees, customers and suppliers and through maintaining relationships with its regulators.

The company operates a system of internal controls designed, to the extent considered appropriate, to safeguard company assets and protect the business from identified risks.

This report was approved by the board of directors on 23 October 2023 and signed on behalf of the board by:

G J Newman
Director

Registered office:
95 Cromwell Road
Second Floor
London
SW7 4DL

The directors present their report and the financial statements of the company for the year ended 30 June 2023.

Directors

The directors who served the company during the year were as follows:

O N Kayaam
G J Newman
J D Pegler
C J Eadie (Resigned 31 October 2022)

Subsequent to the reporting date, J D Pegler resigned as a director of the company. The date of resignation was 11 October 2023.

Dividends

Particulars of recommended dividends are detailed in note 12 to the financial statements.

Future developments

The directors continue to review the marketplace with a view to continuing growth, identifying opportunities and managing the risks facing the business.

For further details on the future developments of the company, please refer to the Strategic Report on page 2 of these financial statements.

Greenhouse gas emissions and energy consumption

The company is exempt from the requirement to include Streamlined Energy and Carbon Reporting ("SECR") data due to this information being included in the group report of the company's ultimate parent, Onyx Capital Group Limited. The group report is prepared for the same financial year end as the company and complies with the SECR disclosure requirements set out in Part 7A of Schedule 7 without relying on a "seriously prejudicial" exemption.

Financial instruments

The company holds or issues financial instruments in order to achieve the following main objectives, being:

- to finance its operations;
- to manage its exposure to interest and currency risks arising from its operations and from its sources of finance; and
- for trading purposes.

In addition, various financial instruments arise directly from the company's operations.

Transactions in financial instruments result in the company assuming or transferring to another party one or more of the financial risks described below.

Financial instruments ***(continued)***

Credit risk
The company's principal financial assets are bank balances along with its trading account receivables. The company monitors credit risk and considers that due to the nature of its activities, its exposure to credit risk is minimal.

The company has concentrations of credit risk due to the fact that its assets are largely held with just two banking institutions. However, the probability of a credit default of either of these parties is regarded as low. Amounts shown in the balance sheet best represent the maximum credit risk exposure in the event other parties fail to perform their obligations under financial instruments.

Market price risk
The company has significant exposure to price risk on its trading portfolio. The company seeks to manage these risks by utilising software that presents such risk to the traders with as much detail as required to enable them to make decisions with the most amount of information about their exposure as possible. Traders also ensure that their portfolios exposure to price risk is hedged when they are not physically in the office. Finally, a number of risk-related measures are monitored on a daily basis to prevent unexpected build-up of exposure.

Liquidity risk and cash flow risk
Liquidity risk is the risk that the company will encounter difficulty in meeting obligations associated with financial liabilities. Cash flow risk is the exposure to variability in cash flow that is attributable to a particular risk that is associated with a particular asset or liability. The company seeks to manage these risks by ensuring sufficient liquidity is available to meet foreseeable needs.

See accounting policies for further details regarding to financial instruments.

Research and development

The company has continued to invest significant amounts into research and development over the course of the year, predominantly relating to upgrades of the trading risk system and contract pricing engine.

Directors' responsibilities statement

The directors are responsible for preparing the strategic report, directors' report and the financial statements in accordance with applicable law and regulations.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have elected to prepare the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law). Under company law the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the company and the profit or loss of the company for that period.

In preparing these financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgments and accounting estimates that are reasonable and prudent;
- state whether applicable UK Accounting Standards have been followed, subject to any material departures disclosed and explained in the financial statements;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Auditor

Each of the persons who is a director at the date of approval of this report confirms that:

- so far as they are aware, there is no relevant audit information of which the company's auditor is unaware; and

- they have taken all steps that they ought to have taken as a director to make themselves aware of any relevant audit information and to establish that the company's auditor is aware of that information.

This report was approved by the board of directors on 23 October 2023 and signed on behalf of the board by:

G J Newman
Director

Registered office:
95 Cromwell Road
Second Floor
London
SW7 4DL

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF ONYX COMMODITIES LIMITED

YEAR ENDED 30 JUNE 2023

Opinion

We have audited the financial statements of Onyx Commodities Limited (the 'company') for the year ended 30 June 2023 which comprise the income statement, statement of financial position, statement of changes in equity and the related notes, including a summary of significant accounting policies. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards, including FRS 102 The Financial Reporting Standard applicable in the UK and Republic of Ireland (United Kingdom Generally Accepted Accounting Practice).

In our opinion the financial statements:

- give a true and fair view of the state of the company's affairs as at 30 June 2023 and of its profit for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice;
- have been prepared in accordance with the requirements of the Companies Act 2006.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further described in the auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the company in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Conclusions relating to going concern

In auditing the financial statements, we have concluded that the directors' use of the going concern basis of accounting in the preparation of the financial statements is appropriate.

Based on the work we have performed, we have not identified any material uncertainties relating to events or conditions that, individually or collectively, may cast significant doubt on the company's ability to continue as a going concern for a period of at least twelve months from when the financial statements are authorised for issue.

Our responsibilities and the responsibilities of the directors with respect to going concern are described in the relevant sections of this report.

Other information

The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. The directors are responsible for the other information. Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in our report, we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether there is a material misstatement in the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact.

We have nothing to report in this regard.

Opinions on other matters prescribed by the Companies Act 2006

In our opinion, based on the work undertaken in the course of the audit:

- the information given in the strategic report and the directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the strategic report and the directors' report have been prepared in accordance with applicable legal requirements.

Matters on which we are required to report by exception

In the light of the knowledge and understanding of the company and its environment obtained in the course of the audit, we have not identified material misstatements in the strategic report or the directors' report.

We have nothing to report in respect of the following matters in relation to which the Companies Act 2006 requires us to report to you if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit.

Responsibilities of directors

As explained more fully in the directors' responsibilities statement, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

Irregularities, including fraud, are instances of non-compliance with laws and regulations. We design procedures in line with our responsibilities, outlined above, to detect material misstatements in respect of irregularities, including fraud. The extent to which our procedures are capable of detecting irregularities, including fraud is detailed below:

Extent to which the audit was considered capable of detecting irregularities, including fraud

The objectives of our audit, in respect to fraud, are: to identify and assess the risks of material misstatement of the financial statements due to fraud; to obtain sufficient appropriate audit evidence regarding the assessed risks of material misstatement due to fraud, through designing and implementing appropriate responses; and to respond appropriately to fraud or suspected fraud identified during the audit. However, the primary responsibility for the prevention and detection of fraud rests with both those charged with governance of the entity and its management.

Our approach was as follows:

- We identified areas of laws and regulations that could reasonably be expected to have a material effect on the financial statements from our general commercial and sector experience, and through discussion with the directors and other management (as required by auditing standards), and discussed with the directors and other management the policies and procedures regarding compliance with laws and regulations;

- We considered the legal and regulatory frameworks directly applicable to the financial statements reporting framework (FRS 102 and the Companies Act 2006) and the relevant tax compliance regulations in the UK;

- We considered the nature of the industry, the control environment and business performance, including the key drivers for management's remuneration;

- We communicated identified laws and regulations throughout our team and remained alert to any indications of non-compliance throughout the audit;

- We considered the procedures and controls that the company has established to address risks identified, or that otherwise prevent, deter and detect fraud; and how senior management monitors those programmes and controls.

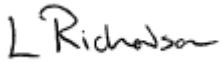
Based on this understanding we designed our audit procedures to identify non-compliance with such laws and regulations. Where the risk was considered to be higher, we performed audit procedures to address each identified fraud risk. These procedures included, but were not limited to: Enquiry of management and performing analytical review procedures to identify any unusual relationships that may indicate a material misstatement; agreement of the financial statement disclosures to underlying supporting documentation; considering and challenging assumptions and judgements made by management in their significant accounting estimates and judgements; we tested the appropriateness of journals to address the risk of fraud through management override of controls; we performed substantive procedures on revenue in order to determine correct recognition and correct cut-off; we held discussions with management, including enquiring of management as to any actual or suspected non-compliance with laws and regulations or fraud; and we confirmed that there were no issues regarding the company's registration with the Financial Conduct Authority ("FCA").

Owing to the inherent limitations of an audit, there is an unavoidable risk that we may not have detected some material misstatements in the financial statements, even though we have properly planned and performed our audit in accordance with auditing standards. For example, the further removed non-compliance with laws and regulations (irregularities) is from the events and transactions reflected in the financial statements, the less likely the inherently limited procedures required by auditing standards would identify it. The risk is also greater regarding irregularities occurring due to fraud rather than error, as fraud involves intentional concealment, forgery, collusion, omission or misrepresentation. We are not responsible for preventing non-compliance and cannot be expected to detect non-compliance with all laws and regulations.

A further description of our responsibilities for the audit of the financial statements is located on the Financial Reporting Council's website at www.frc.org.uk/auditorsresponsibilities. This description forms part of our auditor's report.

Use of our report

This report is made solely to the company's members, as a body, in accordance with chapter 3 of part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed.



Luke Richardson BSc FCA (Senior Statutory Auditor)

For and on behalf of
TC Group
Statutory Auditor
Lynton House
7-12 Tavistock Square
London
WC1H 9BQ

23rd October 2023.

ONYX COMMODITIES LIMITED

INCOME STATEMENT

YEAR ENDED 30 JUNE 2023

	Note	2023 £	2022 £
TURNOVER	**4**	201,493,777	159,330,865
Direct costs		(63,029,247)	(44,171,257)
GROSS PROFIT		138,464,530	115,159,608
Administrative expenses		(60,728,260)	(50,820,894)
OPERATING PROFIT	**5**	77,736,270	64,338,714
Other interest receivable and similar income	**9**	14,550	18,498
Interest payable and similar expenses	**10**	(31,127)	–
PROFIT BEFORE TAXATION		77,719,693	64,357,212
Tax on profit	**11**	(15,631,981)	(11,753,946)
PROFIT FOR THE FINANCIAL YEAR		62,087,712	52,603,266

All the activities of the company are from continuing operations.

The company has no other recognised items of income and expenses other than the results for the year as set out above.

The notes on pages 17 to 28 form part of these financial statements.

ONYX COMMODITIES LIMITED

STATEMENT OF FINANCIAL POSITION

30 JUNE 2023

	Note	2023 £	2023 £	2022 £	2022 £
FIXED ASSETS					
Tangible assets	**13**		1,081,517		257,553
CURRENT ASSETS					
Debtors	**14**	138,002,942		111,044,164	
Cash at bank and in hand		13,434,010		9,734,320	
		151,436,952		120,778,484	
CREDITORS: amounts falling due within one year	**15**	(58,058,262)		(53,827,907)	
NET CURRENT ASSETS			93,378,690		66,950,577
TOTAL ASSETS LESS CURRENT LIABILITIES			94,460,207		67,208,130
PROVISIONS	**16**		(195,760)		(59,448)
NET ASSETS			94,264,447		67,148,682
CAPITAL AND RESERVES					
Called up share capital	**20**		1,710		1,710
Capital contribution reserve	**21**		2,581,250		1,925,000
Profit and loss account	**21**		91,681,487		65,221,972
SHAREHOLDERS' FUNDS			94,264,447		67,148,682

These financial statements were approved by the board of directors and authorised for issue on 23 October 2023, and are signed on behalf of the board by:

G J Newman
Director

Company registration number: 03948550

The notes on pages 17 to 28 form part of these financial statements.

ONYX COMMODITIES LIMITED

STATEMENT OF CHANGES IN EQUITY

YEAR ENDED 30 JUNE 2023

		Called up share capital	Capital contribution reserve	Profit and loss account	**Total**
		£	£	£	£
AT 1 JULY 2021		1,710	962,500	42,668,706	43,632,916
Profit for the year				52,603,266	52,603,266
TOTAL COMPREHENSIVE INCOME FOR THE YEAR		–	–	52,603,266	52,603,266
Dividends paid and payable	**12**	–	–	(30,050,000)	(30,050,000)
Recognition of share-based payments charge		–	962,500	–	962,500
TOTAL INVESTMENTS BY AND DISTRIBUTIONS TO OWNERS		–	962,500	(30,050,000)	(29,087,500)
AT 30 JUNE 2022		1,710	1,925,000	65,221,972	67,148,682
Profit for the year				62,087,712	62,087,712
TOTAL COMPREHENSIVE INCOME FOR THE YEAR		–	–	62,087,712	62,087,712
Dividends paid and payable	**12**	–	–	(35,628,197)	(35,628,197)
Recognition of share-based payments charge		–	656,250	–	656,250
TOTAL INVESTMENTS BY AND DISTRIBUTIONS TO OWNERS		–	656,250	(35,628,197)	(34,971,947)
AT 30 JUNE 2023		1,710	2,581,250	91,681,487	94,264,447

The notes on pages 17 to 28 form part of these financial statements.

1. General information

The company is a private company limited by shares, registered in England and Wales. The address of the registered office is 95 Cromwell Road, Second Floor, London, SW7 4DL.

2. Statement of compliance

These financial statements have been prepared in compliance with FRS 102, 'The Financial Reporting Standard applicable in the UK and the Republic of Ireland'.

3. Accounting policies

Basis of preparation

The financial statements have been prepared on the historical cost basis, as modified by the revaluation of certain financial assets and liabilities measured at fair value through profit or loss.

The financial statements are prepared in sterling, which is the functional currency of the entity.

Going concern

The company's business activities, together with the factors likely to affect its future development, performance and position are set out in the Directors' Report and the Strategic Report.

The Board considers that despite the ongoing global uncertainties with which we are faced, the company is well placed to continue its operations and take advantage of market opportunities that may arise. The company's balance sheet is strong, its net current assets are £93m which includes a significant cash at bank balance and a significant balance held by brokers.

Due to the inherent uncertainties of forecasting in the company's industry, detailed forecasts are not prepared. High level forecasts, considering a range of scenarios, do not indicate any liquidity concerns. Trading in the first quarter of the new financial year has continued to be strong, with performance in line with the company's expectations, showing a continued upward trajectory in the profitability of the business.

The results of the company's Internal Capital Adequacy Risk Assessment ("ICARA") process, as mandated by the FCA, along with its minimum regulatory capital requirements are considered by the Board in assessing going concern. The Board have no concerns regarding the company's capital adequacy and maintaining the minimum regulatory capital.

The directors have no concerns over the going concern status of the company. This assessment is based principally upon on the strength of its balance sheet, its cash and its trading performance.

Accordingly, the directors continue to adopt the going concern basis in preparing the annual report and accounts.

Disclosure exemptions

The entity satisfies the criteria of being a qualifying entity as defined in FRS 102. Its financial statements are consolidated into the financial statements of Onyx Capital Group Limited. As such, advantage has been taken of the following disclosure exemptions available under paragraph 1.12 of FRS 102:

(a) No cash flow statement has been presented for the company.
(b) Disclosures in respect of financial instruments have not been presented.
(c) No disclosure has been given for the aggregate remuneration of key management personnel.

3. Accounting policies *(continued)*

Judgements and key sources of estimation uncertainty

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported. These estimates and judgements are continually reviewed and are based on experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

Significant judgements

The judgements (apart from those involving estimations) that have a significant effect on the amounts recognised in the financial statements are as follows:

- *Revenue* - the recognised revenue for the period includes the profit or loss on trades that are open at the reporting date. This profit or loss on open trades is based upon the trading position at the reporting date, consequently the actual profit of loss resulting on these trades may vary. This approach is deemed to best reflect the performance of the company over the period;

- *Trade incentives* - incentives received for trading activity are treated as a reduction in the related costs. This approach is deemed to best reflect the performance of the company over the period;

- *Funds held by brokers* - the company's available for trading balance, held by its brokers, is classified under other debtors. This is deemed to reflect the nature of the balance;

- *Share-based payments* - the directors judge that share awards made by the company's parent company, under the group's 'equity scheme', are distinct from the company's 'partnership' profit share scheme. Consequently, the company does not recognise a share-based payments charge until employees are admitted to the 'equity scheme' and are granted shares under the scheme; and

- *Share-based payments valuation* - the directors judge that a market based valuation, discounted for a minority holding, is representative of the fair value of the shares issued by the company's parent to employees of the company, under the group 'equity scheme'.

Key sources of estimation uncertainty

Accounting estimates and assumptions are made concerning the future and, by their nature, will rarely equal the related actual outcome. The key assumptions and other sources of estimation uncertainty that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are as follows:

- *Accruals* - accrued costs are based upon the actual post year end cost, or the best estimate thereof, of obligations at the year end. Brokerage charges are estimated based upon trading profit or loss, including open trades; and

- *Share-based payments valuation* - share-based compensation cost in relation to the group's 'equity scheme' is measured at the date that grants are made to the employees admitted to the scheme, based upon the fair value of the award at that date, and is recognised as expense over the period that the relevant employees are required to remain with the company in order to avoid their acquired shares being forfeited (see note 19). Determining the fair value of the share-based awards at the grant date requires significant judgement and the use of estimates, particularly surrounding valuation assumptions.

3. Accounting policies *(continued)*

Revenue recognition

Revenue recognised in the income statement represents trading income earned during the period.

Trading income is the aggregate of profits and losses on trades including trades that are open at the period end. The profit or loss on open trades is calculated based upon the trading position at the reporting date.

Income tax

The taxation expense represents the aggregate amount of current and deferred tax recognised in the reporting period. Tax is recognised in profit or loss, except to the extent that it relates to items recognised in other comprehensive income or directly in equity. In this case, tax is recognised in other comprehensive income or directly in equity, respectively.

Current tax is recognised on taxable profit for the current and past periods. Current tax is measured at the amounts of tax expected to pay or recover using the tax rates and laws that have been enacted or substantively enacted at the reporting date.

Deferred tax is recognised in respect of all timing differences at the reporting date. Unrelieved tax losses and other deferred tax assets are recognised to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits. Deferred tax is measured using the tax rates and laws that have been enacted or substantively enacted by the reporting date that are expected to apply to the reversal of the timing difference.

Foreign currencies

Foreign currency transactions are initially recorded in the functional currency, by applying the spot exchange rate as at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated at the exchange rate ruling at the reporting date, with any gains or losses being taken to the profit and loss account.

Operating leases

Lease payments are recognised as an expense over the lease term on a straight-line basis. The aggregate benefit of lease incentives is recognised as a reduction to expense over the lease term, on a straight-line basis.

Tangible assets

Tangible assets are initially recorded at cost, and subsequently stated at cost less any accumulated depreciation and impairment losses. Any tangible assets carried at revalued amounts are recorded at the fair value at the date of revaluation less any subsequent accumulated depreciation and subsequent accumulated impairment losses.

Depreciation

Depreciation is calculated so as to write off the cost or valuation of an asset, less its residual value, over the useful economic life of that asset as follows:

Leasehold improvements	-	Over the lease term
Fixtures and Fittings	-	25% reducing balance
Computer equipment	-	33% straight line

3. Accounting policies *(continued)*

Impairment of fixed assets

A review for indicators of impairment is carried out at each reporting date, with the recoverable amount being estimated where such indicators exist. Where the carrying value exceeds the recoverable amount, the asset is impaired accordingly. Prior impairments are also reviewed for possible reversal at each reporting date.

Provisions

Provisions are recognised when the entity has an obligation at the reporting date as a result of a past event, it is probable that the entity will be required to transfer economic benefits in settlement and the amount of the obligation can be estimated reliably. Provisions are recognised as a liability in the

Provisions are initially measured at the best estimate of the amount required to settle the obligation at the reporting date and subsequently reviewed at each reporting date and adjusted to reflect the current best estimate of the amount that would be required to settle the obligation. Any adjustments to the amounts previously recognised are recognised in profit or loss unless the provision was originally recognised as part of the cost of an asset.

Financial instruments

A financial asset or a financial liability is recognised only when the entity becomes a party to the contractual provisions of the instrument.

Basic financial instruments are initially recognised at the transaction price, unless the arrangement constitutes a financing transaction, where it is recognised at the present value of the future payments discounted at a market rate of interest for a similar debt instrument.

Debt instruments are subsequently measured at amortised cost.

Where investments in non-convertible preference shares and non-puttable ordinary shares or preference shares are publicly traded or their fair value can otherwise be measured reliably, the investment is subsequently measured at fair value with changes in fair value recognised in profit or loss. All other such investments are subsequently measured at cost less impairment.

Financial assets that are measured at cost or amortised cost are reviewed for objective evidence of impairment at the end of each reporting date. If there is objective evidence of impairment, an impairment loss is recognised in profit or loss immediately.

Forward contracts

The group does not apply formal hedge accounting in respect of forward foreign exchange contracts held to manage the cash flow exposures of transactions denominated in foreign currencies.

Forward foreign exchange contracts held are initially recognised at fair value on the date on which they are entered into, and are subsequently measured at fair value through profit or loss. Forward foreign exchange contracts are carried as assets when the fair value is positive and as liabilities when the fair value is negative.

The fair value of forward foreign exchange contracts is calculated by reference to current forward exchange contracts with similar maturity profiles. The arising fair value gain or loss is recognised within administrative expenses within the profit or loss account.

3. Accounting policies *(continued)*

Defined contribution plans

Contributions to defined contribution plans are recognised as an expense in the period in which the related service is provided. Prepaid contributions are recognised as an asset to the extent that the prepayment will lead to a reduction in future payments or a cash refund.

Share-based payments

Equity-settled share-based payment transactions are measured at fair value at the date of grant. The fair value is expensed on a straight-line basis over the vesting period, with a corresponding increase in equity. This is based upon the company's estimate of the shares or share options that will eventually vest which takes into account all vesting conditions and non-market performance conditions, with adjustments being made where new information indicates the number of shares or share options expected to vest differs from previous estimates.

Equity-settled share-based payment transactions relate to shares issued by the company's parent company to employees of the company, for services provided by the employees to the company. Such equity-settled share-based payment transactions are recognised by the company as both an expense and an increase in equity, via a capital contribution received by the company from its parent company.

Trade incentives

Trading incentives received are treated as a reduction in the related costs and are recognised during the period to which they relate on an accruals basis.

Dividends

Interim equity dividends are recognised when they are paid, which is deemed to be when they are declared by the board. Final equity dividends are recognised when proposed by the board and approved by the shareholders.

4. Turnover

Turnover arises from:

	2023	2022
	£	£
Trading income	201,493,777	159,330,865

The whole of the turnover is attributable to the principal activity of the company wholly undertaken in the United Kingdom.

5. Operating profit

Operating profit is stated after charging/(crediting):

	2023	2022
	£	£
Depreciation of tangible assets	365,518	102,450
Equity-settled share-based payments expense	809,375	962,500
Foreign exchange differences	(189,111)	3,003,590
Operating lease rentals	299,839	139,665

6. Auditor's remuneration

	2023	2022
	£	£
Fees payable for the audit of the financial statements	35,000	35,000
Fees payable to the company's auditor and its associates for other services:		
Taxation compliance services	1,000	1,000
Other non-audit services	12,000	12,000
	13,000	13,000

7. Staff costs

The average number of persons employed by the company during the year, including the directors, amounted to:

	2023	2022
	No.	No.
Management staff	2	3
Trading staff	27	21
Support staff	25	23
	54	47

The aggregate payroll costs incurred during the year, relating to the above, were:

	2023	2022
	£	£
Wages and salaries	50,010,972	40,766,145
Social security costs	6,158,743	5,157,526
Other pension costs	88,941	47,353
	56,258,656	45,971,024

Included in wages and salaries is a total expense in relation to equity settled share-based payments of £809,375 (2022: £962,500).

8. Directors' remuneration

The directors' aggregate remuneration in respect of qualifying services was:

	2023	2022
	£	£
Remuneration	5,871,371	7,207,088

The number of directors who accrued benefits under company pension plans was as follows:

	2023	2022
	No.	No.
Defined contribution plans	3	3

8. Directors' remuneration *(continued)*

Remuneration of the highest paid director in respect of qualifying services:

	2023 £	2022 £
Aggregate remuneration	3,459,333	5,988,807

No directors received any benefits under share-based payment schemes.

It is not practicable to allocate the above directors' remuneration between the directors' services as executives of Onyx Commodities Limited and their services as directors of other group undertakings.

9. Other interest receivable and similar income

	2023 £	2022 £
Interest on cash and cash equivalents	14,550	1,060
Other interest receivable and similar income	–	17,438
	14,550	18,498

10. Interest payable and similar expenses

	2023 £	2022 £
Other interest payable and similar charges	31,127	–

11. Tax on profit

Major components of tax expense

	2023 £	2022 £
Current tax:		
UK current tax expense	15,671,009	11,756,585
Adjustments in respect of prior periods	(35)	89,929
Total current tax	15,670,974	11,846,514
Deferred tax:		
Origination and reversal of timing differences	(38,993)	(92,568)
Tax on profit	15,631,981	11,753,946

11. Tax on profit *(continued)*

Reconciliation of tax expense

The tax assessed on the profit on ordinary activities for the year is lower than (2022: lower than) the standard rate of corporation tax in the UK of 20.50% (2022: 19%).

	2023 £	2022 £
Profit on ordinary activities before taxation	77,719,693	64,357,212
Profit on ordinary activities by rate of tax	15,932,537	12,227,870
Adjustment to tax charge in respect of prior periods	(35)	89,929
Effect of expenses not deductible for tax purposes	62,015	–
Effect of capital allowances and depreciation	(15,241)	(97,043)
Effect of different UK tax rates on some earnings	(3,193)	–
Group relief	(344,102)	(466,810)
Tax on profit	15,631,981	11,753,946

The UK enacted corporation tax rate changed from 19% to 25%, with the change taking effect from April 2023. The average rate of corporation tax for the year to 30 June 2023 is 20.50%.

Factors that may affect future tax expense

The UK enacted corporation tax rate has been revised from 19% to 25%, with the change taking effect from April 2023. Future profits will therefore be taxed at 25%.

12. Dividends

	2023 £	2022 £
Dividends paid during the year (excluding those for which a liability existed at the end of the prior year)	35,628,197	30,050,000

13. Tangible assets

	Leasehold improvements £	Fixtures and fittings £	Computer equipment £	Total £
Cost				
At 1 July 2022	214,002	98,753	506,250	819,005
Additions	983,494	27,889	178,099	1,189,482
Disposals	(214,002)	–	–	(214,002)
At 30 June 2023	983,494	126,642	684,349	1,794,485
Depreciation				
At 1 July 2022	93,558	74,355	393,539	561,452
Charge for the year	258,478	11,690	95,350	365,518
Disposals	(214,002)	–	–	(214,002)
At 30 June 2023	138,034	86,045	488,889	712,968
Carrying amount				
At 30 June 2023	845,460	40,597	195,460	1,081,517
At 30 June 2022	120,444	24,398	112,711	257,553

Leasehold improvements comprises of short leasehold improvements.

14. Debtors

	2023 £	2022 £
Amounts owed by group undertakings	8,767,779	159,653
Prepayments and accrued income	4,804,847	1,411,456
Other debtors	124,430,316	109,473,055
	138,002,942	111,044,164

15. Creditors: amounts falling due within one year

	2023 £	2022 £
Trade creditors	11,025,097	8,817,746
Amounts owed to group undertakings	365,331	5,294,946
Accruals and deferred income	44,883,532	34,794,361
Corporation tax	1,438,220	3,936,118
Social security and other taxes	323,053	184,816
Other creditors	23,029	799,920
	58,058,262	53,827,907

16. Provisions

	Deferred tax (note 17)	Dilapidations	**Total**
	£	£	**£**
At 1 July 2022	59,448	–	59,448
Additions	–	175,305	175,305
Charge against provision	(38,993)	–	(38,993)
At 30 June 2023	20,455	175,305	195,760

The dilapidation provision relates to the cost expected to be payable on restoring the company's leased office to its original condition upon the end of the lease.

17. Deferred tax

The deferred tax included in the statement of financial position is as follows:

	2023	2022
	£	£
Included in provisions (note 16)	20,455	59,448

The deferred tax account consists of the tax effect of timing differences in respect of:

	2023	2022
	£	£
Accelerated capital allowances	20,455	59,448

Accelerated capital allowances
The deferred tax liability in respect of accelerated capital allowances has been calculated at 25%, which is the enacted main rate of UK corporation tax at the balance sheet date. The estimated net change in deferred tax expected to occur in the next reporting period is no material change. This estimate is based on the relevant assets held at the end of the current period, written down at the current rates of depreciation and the current rates of writing down allowances, with the enacted rate of tax applied.

Share-based payments
At the reporting date there are no material timing differences in respect of share-based payments.

18. Employee benefits

Defined contribution plans

The amount recognised in profit or loss as an expense in relation to defined contribution plans was £88,941 (2022: £47,353). At the balance sheet date, included within creditors, are unpaid employer contributions of £9,516 (2022: £4,500) in respect of defined contribution schemes.

19. Share-based payments

During the year the company's parent company issued a total of 270 (2022: 450) shares to 1 (2022: 2) employees of the company, under the company's 'equity scheme', which commenced on 01 July 2020. These shares were issued at their estimated market value on their date of issue, discounted for a minority interest. The assessment of the shares market value at their date of issue was based upon a recent share transaction (2022: a profit multiple). The shares will be forfeited by the holders should they leave the employment of the company within 2 years of the shares being issued to them.

During the year ended 30 June 2023:

- The total value of the shares issued by the company's parent company, including the share premium was £656,250 (2022: £962,500); and
- No (2022: no) shares issued under the scheme were forfeited.

At the balance sheet date, the total number of shares issued under the above scheme was 1158 (2022: 888), of these 720 (2022: 888) are still within the forfeit period. During the year, holders of 438 (2022: nil) shares issued under the scheme, completed the required employment period.

The share based payment charge for shares issued under the scheme is recognised over the 2 year period following the issue of the shares, with amounts to be charged as an expense in future periods, carried forward as a prepayment. A share-based payment charge of £809,375 (2022: £962,520) was recognised during the year within administrative expenses, and a balance of £328,125 (2022: £481,250) was carried forwards within prepayments. The total increase to the capital contribution reserve recognised over the period ended 30 June 2023 was £656,250 (2022: £962,500).

20. Called up share capital

Issued, called up and fully paid

	2023		2022	
	No.	£	No.	£
A Ordinary shares of £0.10 each	11,400	1,140	11,400	1,140
B Ordinary shares of £0.10 each	5,700	570	5,700	570
	17,100	1,710	17,100	1,710

B Ordinary shares carry no rights until a total of £6,666,666 has been distributed to the holders of the A ordinary shares. This level of distribution has now been achieved.

The A Ordinary and the B Ordinary shares now rank pari passu in all respects.

21. Reserves

Profit and loss account
Profit and loss account - This reserve records retained earnings and accumulated losses.

Capital contributions reserve
The capital contribution reserve represents the fair value of share options issued by the company's parent company on behalf of the company's employees.

22. Operating leases

The total future minimum lease payments under non-cancellable operating leases are as follows:

	2023	2022
	£	£
Not later than 1 year	–	51,977
Later than 1 year and not later than 5 years	1,596,443	–
	1,596,443	51,977

The above operating lease commitment includes a rent free period, which covers the next financial year.

23. Other financial commitments

At the balance sheet date, the company entered into foreign exchange forward contracts to the value of $nil (2022: $21,000,000). Subsequent to the balance sheet date, the company entered into foreign exchange forward contracts with a value of $nil (2022: $14,000,000).

24. Related party transactions

The company has taken advantage of the exemption available under FRS 102 from disclosing transactions entered into between itself and wholly owned members of its group.

25. Controlling party

The company's immediate parent company is Onyx Capital Group Services Limited, and its ultimate parent is Onyx Capital Group Limited. The consolidated financial statements of Onyx Capital Group Limited, in which the company is included, are available from Companies House, Crown Way, Maindy, Cardiff, CF14 3UZ.

In the opinion of the directors, the company is not under the control of any one party.

COMPANY REGISTRATION NUMBER: 03948550

ONYX COMMODITIES LIMITED

FINANCIAL STATEMENTS

FOR THE YEAR ENDED

30 JUNE 2022

ONYX COMMODITIES LIMITED

FINANCIAL STATEMENTS

YEAR ENDED 30 JUNE 2022

Contents

	Page
Officers and professional advisers	**1**
Strategic report	**2**
Directors' report	**6**
Independent auditor's report to the members	**9**
Income statement	**13**
Statement of financial position	**14**
Statement of changes in equity	**15**
Notes to the financial statements	**16**

ONYX COMMODITIES LIMITED

OFFICERS AND PROFESSIONAL ADVISERS

The board of directors	C J Eadie O N Kayaam G Newman J D Pegler
Registered office	Lynton House 7-12 Tavistock Square London WC1H 9BQ
Auditor	BSG Valentine (UK) LLP Chartered Accountants & Statutory Auditor Lynton House 7 - 12 Tavistock Square London WC1H 9BQ

STRATEGIC REPORT

YEAR ENDED 30 JUNE 2022

The Board of Directors ("The Board") present their strategic report of the company for the year ended 30 June 2022.

Principal activities

The company's principal activity of the company during the year was trading in cleared oil derivatives.

The company is authorised and regulated by the Financial Conduct Authority ("FCA").

Group structure

Onyx Commodities Limited ("OCL") is a member of the group controlled by Onyx Capital Group Limited.

Subsequent to the reporting date, as part of a group re-structure, Onyx Corporate Vehicle LTD a newly incorporated entity, became the company's ultimate parent company and assumed control of the group. The company's immediate parent company continued to be Onyx Capital Group Limited.

Business review

OCL's performance during the 2021/2022 financial year was exceptional. Increased profits were achieved by growing existent desks, and also following the launch of new trading desks. The total number of desks has now increased from 7 to 9, led by newly acquired senior talent and traders through our 'Elite' graduate trading programme. Our market share across products traded remains comfortably the largest of market makers globally, with the newly added Dubai crude desk already achieving number 1 volume by a large margin. We have also had a significant increase in market share in gas markets through our LNG desk, and noticeable gains in the Fuel oil derivative market.

The trading business is continuing to demonstrate it can expand through a proprietary trading method, trained systematically to standout graduate candidates that are sourced through a rigorous search and testing criteria. Additionally, we are able to offer a world-class trading floor and working dynamic to the best senior talent out there, that has proved effective at attracting staff within our niche market. There is now also tangible evidence that this approach can be applied, and scaled, to commodities outside of oil, and we fully expect this to be sustainable source of profit growth for the future.

The company considers the following to be key performance indicators:

	2022	**2021**
Turnover	£159m	£85m
Gross margin	72%	63%
Operating profit	£64m	£28m
Profit after tax	£53m	£23m
Net assets	£67m	£44m

The company has traded strongly during the year. The directors are satisfied with the performance of the company, and its position at the year end.

The Board do not consider that there are any non-financial key performance indicators that are central to their assessment of the company.

Future operations and outlook

I am thrilled to announce that early into the new financial year, the group has undertaken a management buyout and group share buyback of early-stage investors, who remain in the business with a minority share. The business is now almost entirely owned by founders and current employees, which put us in good stead to retain key staff and build on a cohesive working culture as we execute our long-term mission. The post buyout board will look to deliver on our long-term goals with increased vigour and flexibility.

The new financial year has started well, with further strong performance in trading. Immediate focus has been on consolidation after the capital event and a focus on driving current businesses will take us into the balance of the calendar year. Into the second half, we will look again towards a push to maximize trading volumes. The trading business should continue to organically grow, with a strong pipeline of staff steadily coming through the programme and onto new and growing desks.

We will also be forming a new office in Singapore by the end of the calendar year, expanding our presence globally and improving our recruitment options within trading. The office will be led by an early employee and now equity partner in the business and has already attracted talent from the South-East region.

Principal risks and uncertainties

The principal risks applicable to the company relate to commodity prices, a reliance on services provided by its clearing bank and other risks that affect its day-to-day operations. Unlike other types of risk, the company sometimes accepts commodity pricing risk as an intrinsic aspect of trading which generates revenue. In truth periods of high pricing volatility offer substantial trading opportunities, and with tight risk controls, the company has been able to generate substantial profits under these circumstances, regardless of the absolute prices of the underlying commodities themselves. The company aims to mitigate all other risks as much as possible at all times.

The ability of the clearing bank to provide efficient clearing services along with a credit facility that is proportionate to the company's risk profile distinguish it from other providers of similar services. The result of this is that the company has concentrated counterparty credit risk with this bank which is relatively unavoidable.

The company's revenue-generating operations are "tech-heavy" and are highly reliant on fast and efficient data transfer and analysis processes and software. The company is therefore sensitive to any interruptions to its internet connectivity and power supply. The company has exposure to risks associated with unauthorised and/or fraudulent trading activities by its employees. In order to mitigate these risks the company has developed a comprehensive trader training program and actively monitors both the trading and the behaviour of employees.

Other risks which could affect the profitability of the company are interest rates, foreign exchange, increases in the fees charged by exchanges, the regulatory environment and the loss of key personnel.

Risks are reviewed by Management and appropriate processes and controls are in place to monitor and mitigate them. Risks identified by management include the following:

Clearing services

The company continues to rely on just one clearer to service all its trading operations. The uninterrupted continuance of these services remains central to the profitability of the company. Whilst the existing provider has made no indications of plans to alter its clearing services, the company has made progress in the search for other clearers and is aiming to formalise a relationship with another provider during the next financial year.

The regulatory environment

The Investment Firms Prudential Regime roll-out in 2022 and the associated capital requirements have been closely analysed to ensure that additional requirements on the company (both capital and compliance requirements) are adhered to at all times.

Principal risks and uncertainties ***(continued)***

Personnel

A significant number of new hires have been made at senior levels to ensure that the company has a high level of expertise in each area. These have been full-time hires, removing the dependence on contractors for vital responsibilities to improve business continuity, whilst also ensuring that vital operational functions are not concentrated with a small number of key staff.

The company has a continuity plan in place with emphasis on coverage for senior management. Operations, HR, Risk and Compliance coverage plans exist for the most critical tasks and processes.

Finally, the company has been making plans for moving to a new office space over the course of the new financial year because of a continued increase in headcount.

Financial risks

The vast majority of the company's assets are highly liquid, and therefore risks associated with cash flows to suppliers are minimal. The company bears foreign exchange risk as a result of earning revenue in US$ and having significant outgoings in GB£ and this is mitigated by converting profits earned in US$s into GB£s via the fx spot and forward markets. Additionally, in the first few months of the new financial year, the weakening of the GB£ allowed the firm to lock in lower currency conversion rates for substantial future earnings.

The company has been extended a significant credit facility by its clearer and pays interest on amounts borrowed. Therefore, it is susceptible to interest rate changes, particularly increases in US$ borrowing rates. Exposure to interest rate risk is managed by minimising the usage of the credit facility where possible.

The Board are therefore confident that the company is well placed to continue its operations, and take advantage of market opportunities that may arise.

Statement by the Board of Directors in performance of their statutory duties in accordance with S172(1) of the Companies Act 2006

The Board of Directors ("The Board") and senior management team, both individually and together, have acted in good faith, in a way they consider would be most likely to promote the success of the company for the benefit of its members as a whole (having regard to the stakeholders and matters set out in S172 of Companies Act 2006), these being;

(a) the likely consequences of any decision in the long term;
(b) the interests of the company's employees;
(c) the need to foster the company's business relationships with suppliers, customers and others;
(d) the impact of the company's operations on the community and the environment;
(e) the desirability of the company maintaining a reputation for high standards of business conduct; and
(f) the need to act fairly as between members of the company.

The Board considers its stakeholders to be its shareholders, employees, partners, suppliers/creditors and regulatory authorities in its areas of operation.

The company maintains a well-functioning and balanced board, ensuring that the directors have the necessary up-to date experience, skills and capabilities. The Board promotes a corporate culture that is based on ethical values and behaviour and maintains governance structures and processes that are fit for purpose and support good decision-making.

The Board seeks to understand and meet the needs and expectations of its stakeholders. In particular it has established a strategy and business model which it believes will promote long term value to shareholders. The company's details are displayed on its website allowing shareholders to contact the company if they so wish. The Board attaches great importance to providing shareholders with clear and transparent information on the company's activities and strategy.

The Board takes into account wider stakeholder and social responsibilities and their implications for long term success. Directors and employees adopt a broad view during decision making to take meaningful account of the impact of the business on all key stakeholder groups. The Board recognises that the company's long-term success is reliant on the efforts of its employees, customers and suppliers and through maintaining relationships with its regulators.

The company operates a system of internal controls designed, to the extent considered appropriate, to safeguard company assets and protect the business from identified risks.

This report was approved by the board of directors on 24 October 2022 and signed on behalf of the board by:

G Newman
Director

Registered office:
Lynton House
7-12 Tavistock Square
London
WC1H 9BQ

The directors present their report and the financial statements of the company for the year ended 30 June 2022.

Directors

The directors who served the company during the year were as follows:

C J Eadie
O N Kayaam
G Newman
J D Pegler (Appointed 7 June 2022)

Dividends

Particulars of recommended dividends are detailed in note 12 to the financial statements.

Future developments

The directors continue to review the marketplace with a view to continuing growth, identifying opportunities and managing the risks facing the business.

For further details on the future developments of the company, please refer to the Strategic Report on page 2 of these financial statements.

Greenhouse gas emissions and energy consumption

The company is exempt from the requirement to include Streamlined Energy and Carbon Reporting ("SECR") data due to this information being included in the group report of the parent, Onyx Capital Group Limited. The group report is prepared for the same financial year end as the company and complies with the SECR disclosure requirements set out in Part 7A of Schedule 7 without relying on a "seriously prejudicial" exemption.

Financial instruments

The company holds or issues financial instruments in order to achieve the following main objectives, being:

- to finance its operations;
- to manage its exposure to interest and currency risks arising from its operations and from its sources of finance; and
- for trading purposes.

In addition, various financial instruments arise directly from the company's operations.

Transactions in financial instruments result in the company assuming or transferring to another party one or more of the financial risks described below.

Financial instruments ***(continued)***

Credit risk
The company's principal financial assets are bank balances along with its trading account receivables. The company monitors credit risk and considers that due to the nature of its activities, its exposure to credit risk is minimal.

The company has concentrations of credit risk due to the fact that its assets are largely held with just two banking institutions. However, the probability of a credit default of either of these parties is regarded as low. Amounts shown in the balance sheet best represent the maximum credit risk exposure in the event other parties fail to perform their obligations under financial instruments.

Market price risk
The company has significant exposure to price risk on its trading portfolio. The company seeks to manage these risks by utilising software that presents such risk to the traders with as much detail as required to enable them to make decisions with the most amount of information about their exposure as possible. Traders also ensure that their portfolios exposure to price risk is hedged when they are not physically in the office. Finally, a number of risk-related measures are monitored on a daily basis to prevent unexpected build-up of exposure.

Liquidity risk and cash flow risk
Liquidity risk is the risk that the company will encounter difficulty in meeting obligations associated with financial liabilities. Cash flow risk is the exposure to variability in cash flow that is attributable to a particular risk that is associated with a particular asset or liability. The company seeks to manage these risks by ensuring sufficient liquidity is available to meet foreseeable needs.

See accounting policies for further details regarding to financial instruments.

Events after the end of the reporting period

Particulars of events after the reporting date are detailed in note 24 to the financial statements.

Research and development

The company has continued to invest significant amounts into research and development over the course of the year, predominantly relating to upgrades of the trading risk system and contract pricing engine.

Directors' responsibilities statement

The directors are responsible for preparing the strategic report, directors' report and the financial statements in accordance with applicable law and regulations.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have elected to prepare the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law). Under company law the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the company and the profit or loss of the company for that period.

In preparing these financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgments and accounting estimates that are reasonable and prudent;
- state whether applicable UK Accounting Standards have been followed, subject to any material departures disclosed and explained in the financial statements;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Auditor

Each of the persons who is a director at the date of approval of this report confirms that:

- so far as they are aware, there is no relevant audit information of which the company's auditor is unaware; and
- they have taken all steps that they ought to have taken as a director to make themselves aware of any relevant audit information and to establish that the company's auditor is aware of that information.

This report was approved by the board of directors on 24 October 2022 and signed on behalf of the board by:

G Newman
Director

Registered office:
Lynton House
7-12 Tavistock Square
London
WC1H 9BQ

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF ONYX COMMODITIES LIMITED

YEAR ENDED 30 JUNE 2022

Opinion

We have audited the financial statements of Onyx Commodities Limited (the 'company') for the year ended 30 June 2022 which comprise the income statement, statement of financial position, statement of changes in equity and the related notes, including a summary of significant accounting policies. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards, including FRS 102 The Financial Reporting Standard applicable in the UK and Republic of Ireland (United Kingdom Generally Accepted Accounting Practice).

In our opinion the financial statements:

- give a true and fair view of the state of the company's affairs as at 30 June 2022 and of its profit for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice;
- have been prepared in accordance with the requirements of the Companies Act 2006.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further described in the auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the company in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Conclusions relating to going concern

In auditing the financial statements, we have concluded that the directors' use of the going concern basis of accounting in the preparation of the financial statements is appropriate.

Based on the work we have performed, we have not identified any material uncertainties relating to events or conditions that, individually or collectively, may cast significant doubt on the company's ability to continue as a going concern for a period of at least twelve months from when the financial statements are authorised for issue.

Our responsibilities and the responsibilities of the directors with respect to going concern are described in the relevant sections of this report.

Other information

The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. The directors are responsible for the other information. Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in our report, we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether there is a material misstatement in the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact.

We have nothing to report in this regard.

Opinions on other matters prescribed by the Companies Act 2006

In our opinion, based on the work undertaken in the course of the audit:

- the information given in the strategic report and the directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the strategic report and the directors' report have been prepared in accordance with applicable legal requirements.

Matters on which we are required to report by exception

In the light of the knowledge and understanding of the company and its environment obtained in the course of the audit, we have not identified material misstatements in the strategic report or the directors' report.

We have nothing to report in respect of the following matters in relation to which the Companies Act 2006 requires us to report to you if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit.

Responsibilities of directors

As explained more fully in the directors' responsibilities statement, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

Irregularities, including fraud, are instances of non-compliance with laws and regulations. We design procedures in line with our responsibilities, outlined above, to detect material misstatements in respect of irregularities, including fraud. The extent to which our procedures are capable of detecting irregularities, including fraud is detailed below:

Based on our understanding and accumulated knowledge of the Company and the sector in which it operates we considered the risks of acts by the Company which were contrary to applicable laws and regulations, including fraud, and whether such actions or non-compliance might have a material effect on the financial statements. Relevant laws and regulations, together with potential fraud risks, were communicated to the audit engagement team at the planning stage to ensure they remained alert to any indications of fraud or non-compliance with laws and regulations throughout the audit.

Our audit procedures included, but were not limited to: Enquiry of management and performing analytical review procedures to identify any unusual relationships that may indicate a material misstatement; agreement of the financial statement disclosures to underlying supporting documentation; considering and challenging assumptions and judgements made by management in their significant accounting estimates and judgements; we tested the appropriateness of journals to address the risk of fraud through management override of controls; we performed substantive procedures on revenue in order to determine correct recognition and correct cut-off; we performed substantive procedures on direct costs and related accruals in order to determine completeness and correct cut-off; we reviewed minutes of Board meetings throughout the period; we held discussions with management, including enquiring of management as to any actual or suspected non-compliance with laws and regulations or fraud; and we confirmed that there were no issues regarding the company's registration with the Financial Conduct Authority ("FCA").

A further description of our responsibilities for the audit of the financial statements is located on the Financial Reporting Council's website at www.frc.org.uk/auditorsresponsibilities. This description forms part of our auditor's report.

Use of our report

This report is made solely to the company's members, as a body, in accordance with chapter 3 of part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed.

Luke Richardson BSc FCA (Senior Statutory Auditor)

For and on behalf of
BSG Valentine (UK) LLP
Chartered Accountants & Statutory Auditor
Lynton House
7 - 12 Tavistock Square
London
WC1H 9BQ

ONYX COMMODITIES LIMITED

INCOME STATEMENT

YEAR ENDED 30 JUNE 2022

	Note	2022 £	2021 £
TURNOVER	**4**	159,330,865	84,822,037
Direct costs		(44,171,257)	(31,205,751)
GROSS PROFIT		115,159,608	53,616,286
Administrative expenses		(50,820,894)	(25,225,013)
OPERATING PROFIT	**5**	64,338,714	28,391,273
Other interest receivable and similar income	**9**	18,498	2,252
Interest payable and similar expenses	**10**	–	(32,781)
PROFIT BEFORE TAXATION		64,357,212	28,360,744
Tax on profit	**11**	(11,753,946)	(5,083,894)
PROFIT FOR THE FINANCIAL YEAR		52,603,266	23,276,850

All the activities of the company are from continuing operations.

The company has no other recognised items of income and expenses other than the results for the year as set out above.

The notes on pages 16 to 27 form part of these financial statements.

ONYX COMMODITIES LIMITED

STATEMENT OF FINANCIAL POSITION

30 JUNE 2022

	Note	2022 £	2022 £	2021 £	2021 £
FIXED ASSETS					
Tangible assets	**13**		257,553		266,411
CURRENT ASSETS					
Debtors	**14**	111,044,164		47,520,138	
Cash at bank and in hand		9,734,320		21,731,065	
		120,778,484		69,251,203	
CREDITORS: amounts falling due within one year	**15**	(53,827,907)		(25,732,682)	
NET CURRENT ASSETS			66,950,577		43,518,521
TOTAL ASSETS LESS CURRENT LIABILITIES			67,208,130		43,784,932
PROVISIONS	**16**		(59,448)		(152,016)
NET ASSETS			67,148,682		43,632,916
CAPITAL AND RESERVES					
Called up share capital	**20**		1,710		1,710
Capital contribution reserve	**21**		1,925,000		962,500
Profit and loss account	**21**		65,221,972		42,668,706
SHAREHOLDERS' FUNDS			67,148,682		43,632,916

These financial statements were approved by the board of directors and authorised for issue on 24 October 2022, and are signed on behalf of the board by:

G Newman
Director

Company registration number: 03948550

The notes on pages 16 to 27 form part of these financial statements.

ONYX COMMODITIES LIMITED

STATEMENT OF CHANGES IN EQUITY

YEAR ENDED 30 JUNE 2022

		Called up share capital	Capital contribution reserve	Profit and loss account	**Total**
		£	£	£	£
AT 1 JULY 2020		1,710	–	33,841,856	33,843,566
Profit for the year				23,276,850	23,276,850
TOTAL COMPREHENSIVE INCOME FOR THE YEAR		–	–	23,276,850	23,276,850
Dividends paid and payable	**12**	–	–	(14,450,000)	(14,450,000)
Recognition of share-based payments charge		–	962,500	–	962,500
TOTAL INVESTMENTS BY AND DISTRIBUTIONS TO OWNERS		–	962,500	(14,450,000)	(13,487,500)
AT 30 JUNE 2021		1,710	962,500	42,668,706	43,632,916
Profit for the year				52,603,266	52,603,266
TOTAL COMPREHENSIVE INCOME FOR THE YEAR		–	–	52,603,266	52,603,266
Dividends paid and payable	**12**	–	–	(30,050,000)	(30,050,000)
Recognition of share-based payments charge		–	962,500	–	962,500
TOTAL INVESTMENTS BY AND DISTRIBUTIONS TO OWNERS		–	962,500	(30,050,000)	(29,087,500)
AT 30 JUNE 2022		1,710	1,925,000	65,221,972	67,148,682

The notes on pages 16 to 27 form part of these financial statements.

1. General information

The company is a private company limited by shares, registered in England and Wales. The address of the registered office is Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ.

2. Statement of compliance

These financial statements have been prepared in compliance with FRS 102, 'The Financial Reporting Standard applicable in the UK and the Republic of Ireland'.

3. Accounting policies

Basis of preparation

The financial statements have been prepared on the historical cost basis, as modified by the revaluation of certain financial assets and liabilities measured at fair value through profit or loss.

The financial statements are prepared in sterling, which is the functional currency of the entity.

Going concern

The company's business activities, together with the factors likely to affect its future development, performance and position are set out in the Directors' Report and the Strategic Report.

The Board considers that despite the ongoing global uncertainties with which we are faced, the company is well placed to continue its operations and take advantage of market opportunities that may arise. The company's balance sheet is strong, its net current assets are £67m which includes a significant cash at bank balance and a significant balance held by brokers.

Due to the inherent uncertainties of forecasting in the company's industry, detailed forecasts are not prepared. Trading in the first quarter of the new financial year has continued to be strong, with performance in line with the company's expectations, showing a continued upward trajectory in the profitability of the business.

The directors have no concerns over the going concern status of the company. This assessment is based principally upon on the strength of its balance sheet, its cash and its trading performance.

Accordingly, the directors continue to adopt the going concern basis in preparing the annual report and accounts.

Disclosure exemptions

The entity satisfies the criteria of being a qualifying entity as defined in FRS 102. Its financial statements are consolidated into the financial statements of Onyx Capital Group Limited. As such, advantage has been taken of the following disclosure exemptions available under paragraph 1.12 of FRS 102:

(a) No cash flow statement has been presented for the company.
(b) Disclosures in respect of financial instruments have not been presented.
(c) No disclosure has been given for the aggregate remuneration of key management personnel.

3. Accounting policies *(continued)*

Judgements and key sources of estimation uncertainty

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported. These estimates and judgements are continually reviewed and are based on experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

Significant judgements

The judgements (apart from those involving estimations) that have a significant effect on the amounts recognised in the financial statements are as follows:

- *Revenue* - the recognised revenue for the period includes the profit or loss on trades that are open at the reporting date. This profit or loss on open trades is based upon the trading position at the reporting date, consequently the actual profit of loss resulting on these trades may vary. This approach is deemed to best reflect the performance of the company over the period;

- *Trade incentives* - incentives received for trading activity are treated as a reduction in the related costs. This approach is deemed to best reflect the performance of the company over the period;

- *Funds held by brokers* - the company's available for trading balance, held by its brokers, is classified under other debtors. This is deemed to reflect the nature of the balance;

- *Share-based payments* - the directors judge that share awards made by the company's parent company, under the group's 'equity scheme', are distinct from the company's 'partnership' profit share scheme. Consequently, the company does not recognise a share-based payments charge until employees are admitted to the 'equity scheme' and are granted shares under the scheme; and

- *Share-based payments* - the directors judge that a market based valuation, discounted for a minority holding, is representative of the fair value of the shares issued by the company's parent to employees of the company, under the group 'equity scheme'.

Key sources of estimation uncertainty

Accounting estimates and assumptions are made concerning the future and, by their nature, will rarely equal the related actual outcome. The key assumptions and other sources of estimation uncertainty that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are as follows:

- *Accruals* - accrued costs are based upon the actual post year end cost, or the best estimate thereof, of obligations at the year end. Brokerage charges are estimated based upon trading profit or loss, including open trades; and

- *Share-based payments* - share-based compensation cost in relation to the group's 'equity scheme' is measured at the date that grants are made to the employees admitted to the scheme, based upon the fair value of the award at that date, and is recognised as expense over the period that the relevant employees are required to remain with the company in order to avoid their acquired shares being forfeited (see note 19). Determining the fair value of the share-based awards at the grant date requires significant judgement and the use of estimates, particularly surrounding valuation assumptions.

3. Accounting policies *(continued)*

Revenue recognition

Revenue recognised in the income statement represents trading income earned during the period.

Trading income is the aggregate of profits and losses on trades including trades that are open at the period end. The profit or loss on open trades is calculated based upon the trading position at the reporting date.

Income tax

The taxation expense represents the aggregate amount of current and deferred tax recognised in the reporting period. Tax is recognised in profit or loss, except to the extent that it relates to items recognised in other comprehensive income or directly in equity. In this case, tax is recognised in other comprehensive income or directly in equity, respectively.

Current tax is recognised on taxable profit for the current and past periods. Current tax is measured at the amounts of tax expected to pay or recover using the tax rates and laws that have been enacted or substantively enacted at the reporting date.

Deferred tax is recognised in respect of all timing differences at the reporting date. Unrelieved tax losses and other deferred tax assets are recognised to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits. Deferred tax is measured using the tax rates and laws that have been enacted or substantively enacted by the reporting date that are expected to apply to the reversal of the timing difference.

Foreign currencies

Foreign currency transactions are initially recorded in the functional currency, by applying the spot exchange rate as at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated at the exchange rate ruling at the reporting date, with any gains or losses being taken to the profit and loss account.

Operating leases

Lease payments are recognised as an expense over the lease term on a straight-line basis. The aggregate benefit of lease incentives is recognised as a reduction to expense over the lease term, on a straight-line basis.

Tangible assets

Tangible assets are initially recorded at cost, and subsequently stated at cost less any accumulated depreciation and impairment losses. Any tangible assets carried at revalued amounts are recorded at the fair value at the date of revaluation less any subsequent accumulated depreciation and subsequent accumulated impairment losses.

Depreciation

Depreciation is calculated so as to write off the cost or valuation of an asset, less its residual value, over the useful economic life of that asset as follows:

Leasehold improvements	-	Over the lease term
Fixtures and Fittings	-	25% reducing balance
Computer equipment	-	33% straight line

3. Accounting policies *(continued)*

Impairment of fixed assets

A review for indicators of impairment is carried out at each reporting date, with the recoverable amount being estimated where such indicators exist. Where the carrying value exceeds the recoverable amount, the asset is impaired accordingly. Prior impairments are also reviewed for possible reversal at each reporting date.

Provisions

Provisions are recognised when the entity has an obligation at the reporting date as a result of a past event, it is probable that the entity will be required to transfer economic benefits in settlement and the amount of the obligation can be estimated reliably. Provisions are recognised as a liability in the statement of financial position and the amount of the provision as an expense.

Financial instruments

A financial asset or a financial liability is recognised only when the entity becomes a party to the contractual provisions of the instrument.

Basic financial instruments are initially recognised at the transaction price, unless the arrangement constitutes a financing transaction, where it is recognised at the present value of the future payments discounted at a market rate of interest for a similar debt instrument.

Debt instruments are subsequently measured at amortised cost.

Where investments in non-convertible preference shares and non-puttable ordinary shares or preference shares are publicly traded or their fair value can otherwise be measured reliably, the investment is subsequently measured at fair value with changes in fair value recognised in profit or loss. All other such investments are subsequently measured at cost less impairment.

Financial assets that are measured at cost or amortised cost are reviewed for objective evidence of impairment at the end of each reporting date. If there is objective evidence of impairment, an impairment loss is recognised in profit or loss immediately.

Forward contracts

The group does not apply formal hedge accounting in respect of forward foreign exchange contracts held to manage the cash flow exposures of transactions denominated in foreign currencies.

Forward foreign exchange contracts held are initially recognised at fair value on the date on which they are entered into, and are subsequently measured at fair value through profit or loss. Forward foreign exchange contracts are carried as assets when the fair value is positive and as liabilities when the fair value is negative.

The fair value of forward foreign exchange contracts is calculated by reference to current forward exchange contracts with similar maturity profiles. The arising fair value gain or loss is recognised within administrative expenses within the profit or loss account.

Defined contribution plans

Contributions to defined contribution plans are recognised as an expense in the period in which the related service is provided. Prepaid contributions are recognised as an asset to the extent that the prepayment will lead to a reduction in future payments or a cash refund.

3. Accounting policies *(continued)*

Share-based payments

Equity-settled share-based payment transactions are measured at fair value at the date of grant. The fair value is expensed on a straight-line basis over the vesting period, with a corresponding increase in equity. This is based upon the company's estimate of the shares or share options that will eventually vest which takes into account all vesting conditions and non-market performance conditions, with adjustments being made where new information indicates the number of shares or share options expected to vest differs from previous estimates.

Equity-settled share-based payment transactions relate to shares issued by the company's parent company to employees of the company, for services provided by the employees to the company. Such equity-settled share-based payment transactions are recognised by the company as both an expense and an increase in equity, via a capital contribution received by the company from its parent company.

Trade incentives

Trading incentives received are treated as a reduction in the related costs, and are recognised during the period to which they relate on an accruals basis.

Dividends

Interim equity dividends are recognised when paid. Final equity dividends are recognised when proposed by the board and approved by the shareholders.

4. Turnover

Turnover arises from:

	2022	2021
	£	£
Trading income	159,330,865	84,822,037

The whole of the turnover is attributable to the principal activity of the company wholly undertaken in the United Kingdom.

5. Operating profit

Operating profit is stated after charging/crediting:

	2022	2021
	£	£
Depreciation of tangible assets	102,450	101,147
Equity-settled share-based payments expense	962,500	481,250
Foreign exchange differences	3,003,590	(404,282)
Operating lease rentals	139,665	122,745

6. Auditor's remuneration

	2022	2021
	£	£
Fees payable for the audit of the financial statements	35,000	22,602
Fees payable to the company's auditor and its associates for other services:		
Taxation compliance services	1,000	750
Other non-audit services	12,000	7,250
	13,000	8,000

7. Staff costs

The average number of persons employed by the company during the year, including the directors, amounted to:

	2022	2021
	No.	No.
Management staff	3	2
Trading staff	21	21
Support staff	23	13
	47	36

The aggregate payroll costs incurred during the year, relating to the above, were:

	2022	2021
	£	£
Wages and salaries	40,766,145	21,623,978
Social security costs	5,157,526	2,876,482
Other pension costs	47,353	33,548
	45,971,024	24,534,008

Included in wages and salaries is a total expense in relation to equity settled share-based payments of £962,500 (2021: £481,250).

8. Directors' remuneration

The directors' aggregate remuneration in respect of qualifying services was:

	2022	2021
	£	£
Remuneration	7,207,088	4,234,311

The number of directors who accrued benefits under company pension plans was as follows:

	2022	2021
	No.	No.
Defined contribution plans	3	3

8. Directors' remuneration *(continued)*

Remuneration of the highest paid director in respect of qualifying services:

	2022	2021
	£	£
Aggregate remuneration	5,988,807	3,462,438

It is not practicable to allocate the above directors' remuneration between the directors' services as executives of Onyx Commodities Limited and their services as directors of other group undertakings.

9. Other interest receivable and similar income

	2022	2021
	£	£
Interest on cash and cash equivalents	1,060	2,252
Other interest receivable and similar income	17,438	–
	18,498	2,252

10. Interest payable and similar expenses

	2022	2021
	£	£
Other interest payable and similar charges	–	32,781

11. Tax on profit

Major components of tax expense

	2022	2021
	£	£
Current tax:		
UK current tax expense	11,756,585	4,935,380
Adjustments in respect of prior periods	89,929	(3,502)
Total current tax	11,846,514	4,931,878
Deferred tax:		
Origination and reversal of timing differences	(92,568)	152,016
Tax on profit	11,753,946	5,083,894

11. Tax on profit *(continued)*

Reconciliation of tax expense

The tax assessed on the profit on ordinary activities for the year is lower than (2021: lower than) the standard rate of corporation tax in the UK of 19% (2021: 19%).

	2022 £	2021 £
Profit on ordinary activities before taxation	64,357,212	28,360,744
Profit on ordinary activities by rate of tax	12,227,870	5,388,541
Adjustment to tax charge in respect of prior periods	89,929	(3,502)
Effect of expenses not deductible for tax purposes	–	9,344
Effect of capital allowances and depreciation	(97,043)	(54,174)
Group relief	(466,810)	(377,471)
Tax on profit	11,753,946	5,083,894

Factors that may affect future tax expense

The UK enacted corporation tax rate has been revised from 19% to 25%, with the change taking effect from April 2023.

12. Dividends

	2022 £	2021 £
Dividends paid during the year (excluding those for which a liability existed at the end of the prior year)	30,050,000	14,450,000

13. Tangible assets

	Leasehold improvements £	Fixtures and fittings £	Computer equipment £	Total £
Cost				
At 1 July 2021	214,002	90,181	421,230	725,413
Additions	–	8,572	85,020	93,592
At 30 June 2022	214,002	98,753	506,250	819,005
Depreciation				
At 1 July 2021	57,891	66,750	334,361	459,002
Charge for the year	35,667	7,605	59,178	102,450
At 30 June 2022	93,558	74,355	393,539	561,452
Carrying amount				
At 30 June 2022	120,444	24,398	112,711	257,553
At 30 June 2021	156,111	23,431	86,869	266,411

14. Debtors

	2022	2021
	£	£
Amounts owed by group undertakings	159,653	523,930
Prepayments and accrued income	1,411,456	3,776,310
Corporation tax repayable	–	2,788,033
Other debtors	109,473,055	40,431,865
	111,044,164	47,520,138

15. Creditors: amounts falling due within one year

	2022	2021
	£	£
Trade creditors	8,817,746	5,292,301
Amounts owed to group undertakings	5,294,946	–
Accruals and deferred income	34,794,361	20,102,272
Corporation tax	3,936,118	–
Social security and other taxes	184,816	121,248
Other creditors	799,920	216,861
	53,827,907	25,732,682

16. Provisions

	Deferred tax (note 17)
	£
At 1 July 2021	152,016
Charge against provision	(92,568)
At 30 June 2022	59,448

17. Deferred tax

The deferred tax included in the statement of financial position is as follows:

	2022	2021
	£	£
Included in provisions (note 16)	59,448	152,016

The deferred tax account consists of the tax effect of timing differences in respect of:

	2022	2021
	£	£
Accelerated capital allowances	59,448	60,578
Share-based payments	–	91,438
	59,448	152,016

17. Deferred tax *(continued)*

Accelerated capital allowances
The deferred tax liability in respect of accelerated capital allowances has been calculated at 25%, which is the enacted main rate of UK corporation tax at the balance sheet date. The estimated net change in deferred tax expected to occur in the next reporting period is no material change. This estimate is based on the relevant assets held at the end of the current period, written down at the current rates of depreciation and the current rates of writing down allowances, with the enacted rate of tax applied.

Share-based payments
At the reporting date there are no material timing differences in respect of share-based payments.

18. Employee benefits

Defined contribution plans

The amount recognised in profit or loss as an expense in relation to defined contribution plans was £47,353 (2021: £33,548). At the balance sheet date, included within creditors, are unpaid employer contributions of £4,500 (2021: £3,167) in respect of defined contribution schemes.

19. Share-based payments

During the year the company's parent company issued a total of 450 (2021: 438) shares to 1 (2021: 3) employee of the company, under the company's 'equity scheme', which commenced on 01 July 2020. These shares were issued at their estimated market value on their date of issue, discounted for a minority interest. The assessment of the shares market value at their date of issue was based upon a profit multiple. The shares will be forfeited by the holders should they leave the employment of the company within 2 years of the shares being issued them.

During the year ended 30 June 2022:

- The total value of the shares issued by the company's parent company, including the share premium was £962,500 (2021: £962,500); and

- no (2021: no) shares issued under the scheme were forfeited.

At the balance sheet date, the total number of shares issued under the above scheme was 888 (2021: 438), of these 888 (2021: 438) are still within the forfeit period.

The share based payment charge for shares issued under the scheme is recognised over the 2 year period following the issue of the shares, with amounts to be charged as an expense in future periods, carried forward as a prepayment. A share-based payment charge of £962,520 (2021: £481,250) was recognised during the year within administrative expenses, and a balance of £481,250 (2021: £481,250) was carried forwards within prepayments. The total increase to the capital contribution reserve during recognised over the period ended 30 June 2022 was £962,500 (2021: £962,500).

Post year end
Subsequent to the balance sheet date, the company's parent company made a further issue of its shares under the scheme described above. These shares were issued at their estimated market value on their date of issue, discounted for a minority interest. The assessment of the shares market value at their date of issue was based upon a profit multiple. The shares will be forfeited by the holders should they leave the employment of the company within 2 years of the shares being issued them. The total value of the shares issued by the company's parent company, including the share premium was £962,500 (2021: £962,500).

20. Called up share capital

Issued, called up and fully paid

	2022		2021	
	No.	£	No.	£
A Ordinary shares of £0.10 each	11,400	1,140	11,400	1,140
B Ordinary shares of £0.10 each	5,700	570	5,700	570
	17,100	1,710	17,100	1,710

B Ordinary shares carry no rights until a total of £6,666,666 has been distributed to the holders of the A ordinary shares. This level of distribution has now been achieved.

The A Ordinary and the B Ordinary shares now rank pari passu in all respects.

21. Reserves

Profit and loss account
Profit and loss account - This reserve records retained earnings and accumulated losses.

Capital contributions reserve
The capital contribution reserve represents the fair value of share options issued by the company's parent company on behalf of the company's employees.

22. Operating leases

The total future minimum lease payments under non-cancellable operating leases are as follows:

	2022	2021
	£	£
Not later than 1 year	51,977	140,530
Later than 1 year and not later than 5 years	–	51,977
	51,977	192,507

23. Other financial commitments

At the balance sheet date, the company entered into foreign exchange forward contracts to the value of $21,000,000 (2021: $10,000,000).

Subsequent to the balance sheet date, the company entered into foreign exchange forward contracts with a value of $14,000,000 (2021: $8,000,000), these contracts are unsettled at the date of approval of these financial statements.

24. Events after the end of the reporting period

Subsequent to the reporting date, the company entered into a new premises lease with a minimum lease term of 5 years. The total minimum future obligations payable under the lease is £1,596,443. Also subsequent to the reporting date, the company contracted for capital commitments in relation to this new premises to the value of £562,446.

25. Related party transactions

The company has taken advantage of the exemption available under FRS 102 from disclosing transactions entered into between itself and wholly owned members of its group.

26. Controlling party

At the reporting date, the company's immediate and ultimate parent company is Onyx Capital Group Limited. The consolidated financial statements of Onyx Capital Group Limited, in which the company is included, are available from Companies House, Crown Way, Maindy, Cardiff, CF14 3UZ.

Subsequent to the reporting date, as part of a group re-structure, Onyx Corporate Vehicle LTD a newly incorporated entity, became the company's ultimate parent company. The company's immediate parent company continued to be Onyx Capital Group Limited.

In the opinion of the directors, at both the reporting date and following the group re-structure, the company was not under the control of any one party.